

Los Angeles
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PRINTERS INK.

A JOURNAL FOR ADVERTISERS.

PUBLICATION OFFICES: { No. 10 SPRUCE STREET, NEW YORK.
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VOL. VIII. NEW YORK, JANUARY 11, 1893. No. 2.

"IT LEADS THEM ALL"

ON THE PACIFIC COAST,

THOROUGHLY COVERING

California, Nevada, Utah,
Arizona, Oregon, Montana,
New Mexico, Washington, Idaho.

EVERYBODY READS THE

San Francisco Examiner.

IT CONTAINS

MORE AND BETTER NEWS,

MORE SPECIAL FEATURES,

MORE TELEGRAPH SERVICE,

MORE CORRESPONDENCE and

MORE ADVERTISEMENTS

Than any other Newspaper published West of Chicago.

The Average Sworn Circulation for November:

Daily, 66,678 Sunday, 78,025 Weekly, 72,000

These figures we guarantee to be absolutely correct.

*If you want to cover the Coast thoroughly, at the lowest possible
expense, be sure to use the*

SAN FRANCISCO EXAMINER.

E. KATZ, Eastern Agent,

186 and 187 World Building, N. Y. City.

Yearly Orders

In Local Country Weeklies
yield the largest returns for
the money invested.

Many advertisers object to using country papers on account of the considerable expense in time and money necessitated in closing contracts, sending out copy, remitting for work done, as well as the large amount of correspondence involved.

Other mediums are used to avoid this loss of time, etc., and thus the country people are lost to the advertiser, for there is no certain way of interesting them other than through the columns of their own local newspapers.



With One Order and One Electrotpe

more than one-sixth of all the country readers of the United States can be communicated with through the 1450 local country papers of the Atlantic Coast Lists.

CATALOGUES AND ESTIMATES UPON APPLICATION.

Atlantic Coast Lists,

134 Leonard Street, New York.

PRINTERS' INK.

A JOURNAL FOR ADVERTISERS.

Vol. VIII.

NEW YORK, JANUARY II, 1893.

No. 2.

WHO SHALL WRITE THE ADVERTISEMENT?

By Wm. H. Maher.

The enterprising individual who proposes to advertise his business is told with great plainness of speech and monotonous frequency of utterance that there are two things he should never attempt to do himself:

First, write his own advertisements.

Second, make his own advertising contracts.

For the first he should employ an advertising expert, and for the other an advertising agent.

That he should be better posted about his own goods than any advertising expert could possibly be; that he should know every detail of their manufacture and sale; that he had years of experience in making or selling and with retailers and consumers, might all be true, and still instead of fitting him to write an advertisement these were the very things that unfitted him for the task. This is the teaching of our latter-day professors in the College of Advertising.

That I may not do him injustice I will let him state the case for himself. This extract will serve as a sample:

"To start with, I make the bold and uncompromising statement that the writer of advertisements may know too much about the article he is attempting to write about, and that he may have a too strong, full and technical knowledge of the article to be able to present it to the public, as it must be presented to the public, for the public to appreciate it.

"The man who sells shoes can generally write a better advertisement of shirts than can the man who makes or sells shirts.

"The man who sells shoes is not handicapped with technical shirt knowledge. He is the wearer of a shirt, and the buyer of a shirt. He knows what a shirt must be, and what it must not be. He is an unbiased wearer of shirts.

"The shirt dealer is a biased wearer of shirts."

The argument is stated here fully and plainly and it is simply a question whether one shall accept the verdict of the expert and turn his advertising over to him, or shall continue to write his own announcements and risk the impending ruin foreshadowed.

I am firmly convinced that the one principal and necessary thing in writing an advertisement is every possible bit of knowledge there is in the trade about the thing to be advertised.

An advertisement is not a fife and drum, it is a salesman. Knowing the questions an intelligent buyer would ask, it ought to have answers to them ready; yes, it should do more than this, it ought to be slightly in advance of the buyer and add to his information about the article offered for sale.

Of course there are various ways of presenting this information; in a technical, pedantic manner that does not add a mite to the public's knowledge, because it cannot assimilate the facts given it; or in a popular way, by laying hold of what everyone knows, and advancing slowly and step by step to farther knowledge.

Let us take shirts, as these have already been used in illustrating the subject.

Is it true in any conceivable sense that the man who sells shoes ought to be able to write a better advertisement about shirts than can the man who is in the shirt business? We are told that it is true, and why? Because "he is the wearer of a shirt, and the buyer of a shirt. He knows what a shirt must be and what it must not be. He is the unbiased wearer of a shirt." So says our professor.

But are we to understand that the shirt-seller does not wear a shirt? My limited experience tells me that he does, consequently he has equal material from which to draw as has the other. More than this, is he not, every hour in the day, listening to other men's stories of shirts, and learn-

ing what they do or do not want? The shoe-seller confines himself to a particular kind of shirt that suits his purse and taste. He has no knowledge of a large assortment of shirts bought by other men, and which pleases their tastes perfectly. His ad would be based on his limited knowledge of just what he likes and dislikes, in a shirt, yet that particular quality and pattern which please him may be unpopular with 99 per cent of the patrons of the shirt-store where he trades.

On the other hand, while the shirt-dealer argues some things from his own personal experience as a wearer of shirts, he writes his advertisements as he buys his stock, with the needs and peculiarities of the great mass of shirt buyers in mind, and the result is that his advertisement applies to all classes of consumers. He has listened to complaints against "seam, gusset and band," until he knows just where a shirt's weak point is, and in commending his own goods he touches upon this weakness, the better to convince buyers that he has found a remedy for it. And the consumer, seeing that this man is posted in the shortcomings of shirts, has more faith in his promise of a shirt that is better.

Suppose that our shirtmaker, instead of selecting the shoeman to write his ad, calls in the services of a professional writer of advertisements, will he fare better? Can he impart his trade experience and knowledge so that the writer will add to it his knowledge of form and make a better ad of it than the shirt-seller could have done alone?

The answer may honestly be: Sometimes he can and does, and sometimes he does not. Too much of the advertising writer's work is done by square and compass, to fit some special hobby; to gain the approval of others of his own class. As a bit of language mechanics, it may be good; as a display it may be about perfect, while as a trade-producing advertisement it may be very nearly a failure.

The dealer may consider the ad a good one, because the language is smoother and finer than his, and yet in this may lie the very cause of its failure. Sentences often have the vital power smoothed out of them.

A dealer ought to secure new points for his advertisements daily, both from the men from whom he buys and from those to whom he sells, and these ideas,

fresh and fruitful, could never have been evolved in any other school than that of experience.

In large houses it has become necessary to have an advertising clerk, as it is to have special clerks for other work. This one is not always an expert in knowledge of the goods he advertises; he would often be a failure as a salesman, but he credits himself and is credited by others as having a large share in the success of his house, when in fact he probably has had very little to do with it.

An imposing store, or a large stock of goods, is a prominent advertisement of itself. To make the proprietor's name familiar to the public is an easy task. To catalogue a list of bargains daily is not a test of advertising skill. To fill a page with mere descriptions of goods requires no super-excellent talent. The truth is that nine-tenths of the large advertisements seen in the metropolitan Sunday papers do not display one tithe of the ability that is shown by most of the small advertisers who keep their names before the public at a small fraction of the cost of advertising.

One reason why the smaller dealer prospers is that he puts his brains into his announcements; his advertisements have his personality, and impress the reader that the man is a thorough master of his business. His newspaper salesman is seen to be a person of character and knowledge, and the average buyer is particularly desirous of trading with such a merchant.

My advice to any advertiser would be not to put less but more of his knowledge of his trade into his advertisements. Do not be afraid even of permitting a little technical knowledge to creep in there. Educate the public as to your business by easy stages, and it will the more surely turn to you when wanting that which you offer. People do not like to trade with a man-ikin. When they inquire about quality they want a positive answer; when they ask assistance in making a choice they appreciate it coming from a salesman who promptly sees their trouble, and shows them what they were looking for but could not accurately describe.

Now, how shall you do this? Talk to the public in your advertisements as you would talk to an intelligent customer standing before your counter. Beware of being stilted, likewise of too

great familiarity. Do not fear being occasionally colloquial, but only occasionally; much of it is wearisome and parrot-like.

Above all, be yourself.

CRANIUM ADVERTISING.

CHICAGO, Dec. 13, 1892.

Editor of PRINTERS' INK:

Apropos of the "humors of advertising:"—

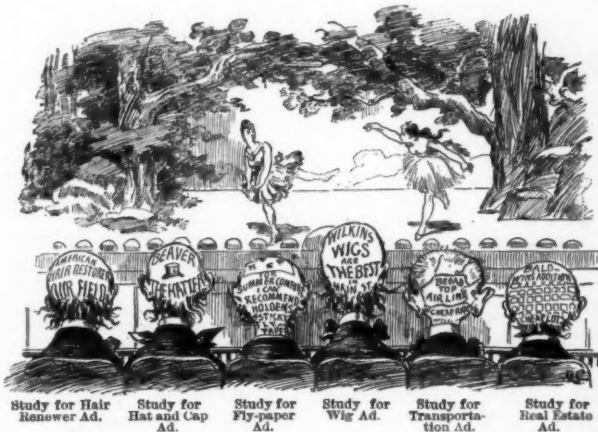
While sitting in a public assemblage recently, in a location which gave me a good rear view of the audience—or better, a good view of the backs of the audience—I began idly to note the shapes of the heads of the gentlemen with whose locks time, and perhaps

space! Nineteen clear, clean crowns wasting; beautiful display—space utilized! What a discovery for the Advertising Man!

The advertisements on the drop-curtain and programme are read, re-read and re-re-read, and finally committed to memory by the audience while waiting for the performance, and they are hungry for more. Why not make contracts with baldheaded gentlemen for the blank space on their crowns for public occasions only? There's a fortune in it—for the Advertising Man! And so I went on mentally.

I submit a few studies suggesting the possibilities of cranium advertising which were born of my inspiration.

ROBT. SPURGIN.



toil and tribulation, had dealt somewhat ruthlessly, and in many cases quite so.

As my eyes rested upon one after another I could not help remarking, and not without a tinge of regret, the unusual number of heads—for the most part shapely ones—from which, "one by one the leaves had fall'n, no more to reappear." And then suddenly an idea came upon me like an inspiration.

What an opportunity for the Advertising Man! Absolutely unique! What a waste of magnificent space, SPACE, SPACE! Is not "space" the meat and drink of the Advertising Man—his very life! Here's space—splendid

A LIVE PIG "CHROMO."

Of novelties in advertising there is no end. A Berlin publisher is circulating the following announcement on the cover of one of his periodicals: "Notice to the reader: Owing to favorable arrangements I am enabled to present to the friends of my magazine purchasing the entire volume a living pig, about three months old, on extra payment of 20 pfennigs (5 cents)."

The Fayette City (Penn.) News contains the following unique advertisement: "J. G. Sanforth, undertaker, 18 years' experience. In that time I have buried over 2,000 persons. My motto is: 'Live and Let Live.' Good goods and low prices to everyone."

WITH ENGLISH ADVERTISERS.

By T. B. Russell.

LONDON, December 27, 1892.

Mr. Thomas Lipton, who has lately come to the fore as one of our largest advertisers, has just been interviewed in the interests of a periodical which is "bustling" ahead at such a rate that I am surprised to see how often I have had occasion to refer to it lately—*Pearson's Weekly*. The success of the Lipton business, it will be gratifying to readers of PRINTERS' INK to note, seems to date from the experiences of its proprietor in America, and is unhesitatingly ascribed by him to his practical faith, from the very start, in advertising. Mr. Lipton is a Glasgow man: he went to America in the steerage at the age of fifteen, and, after some years of struggle, came back by the same salubrious conveyance, with \$500 in his pocket, and opened a shop with this imposing capital in his native town, reserving a little money to advertise with. The American idea in him pretty soon made his advertising the talk of Glasgow. His biggest hit in those early days was the publication of a weekly cartoon, measuring six feet by three, and used as a poster, which "took off" in a comic vein the latest events.

The single shop in Glasgow put out off-shoots in every important town in the United Kingdom; there are sixty of them in London alone, and Lipton's claims to serve more customers every day than any other house or firm in the world. This is what advertising has made out of a \$500 shop in seventeen years! Is there any other force known to science, I wonder, capable of producing results comparable in magnitude to this?

"Mr. Lipton" (I quote from the Pearson interview), "is particularly proud of the fact that he may with justice claim to have been the pioneer of one of the most growing towns in the United States, that of South Omaha, in Nebraska.

"It now has a population of 60,000 people. When he first started in business there as a packer, it was quite a small place, and no railway came near it. By the time his colossal buildings were up, there were six trunk lines running into it, with the inevitable re-

sult that the population advanced by leaps and bounds. Mr. Lipton owns his own railway cars, which are continually running all over the continent of America with his goods.

"Some idea of the extent of his enormous wholesale trade in the United States may be gathered from the fact that his head establishment in Chicago covers $4\frac{1}{2}$ acres of ground. Here, from two to four thousand pigs are killed daily."

H. H. Warner & Co., Limited, owners of Warner's Safe Cure in England, have been rather prominently before the public of late, owing to a difference of opinion between Mr. Warner and the managers of the company on the disposal of the profits. The latter, it appears, are a diminishing quantity, though still large—for the last twelve months they are stated to have been £78,368 2s. 11d., net, after payment of income-tax, fees and interest on debentures. In three years the company has cancelled, or re-purchased for investment, £78,537 worth of debentures, saving £5,000 a year in interest charges. Mr. Warner claims that the company, as at present managed, has been "too previous" in clearing off these debentures, and also over prudent in carrying large sums to the reserve fund. But, large as they are at present, the profits have dwindled considerably in three years—they were £105,000 the first year, and as above stated only a few hundreds in excess of £78,000, or about five-sevenths of the first year, in the third, and it appears that the auditors would not pass the balance sheet unless something was carried to a reserve against depreciation of plant. However, as (according to the latest public record) I see that Mr. Warner holds, or at least held in November, 1891, 34,000 out of the 35,000 ordinary shares, as well as a large number of preference shares, he was able to outvote all opponents, and to depose the chairman. There is no doubt that Mr. Warner is a very "smart" man; his famous corner when the "bears" of the London stock market were so neatly caught a year or two ago left him with many enemies in financial circles here, and one or two critics have bluntly charged him with an anxiety to increase the dividends regardless of prudence, in order that he might to better advantage unload his own holding, while others have claimed

that too much stock lies in his hands anyway. I am afraid that I do not understand these high matters very well, not being a stock exchange authority; but it is difficult to see on what grounds of public policy the vendor of a limited liability company can be thought to have too large a stake in its fortunes. For, the more he has at risk in it the more certain it is that he will sell to it only good and valuable property, and the greater interest he has in conducting it, and seeing that it is conducted

ing of Warner's Safe Cure has been much less conspicuous than before: and the moral is—but, really, I don't think there is any need to point out the moral—at all events, to the readers of PRINTERS' INK.

* * * * *

As a piece of Christmas advertising the block here reduced has been widely used, and there is something seasonable as well as amusing about it. The point is, of course, that Mr. Carr prints his trade-mark or name once in every yard of the Venetian Blind Suspender which he sells. The distinctive quality of the goods, it may be pointed out, is that the cross-tapes are woven in instead of being sewn to the up-rights. The humor of the advertisement is rather far-fetched; but the drawing is good and deserves mention.



ASK FOR CARR'S STAMPED QUALITY LADDER TAPES FOR VENETIAN BLINDS.

by others, honestly. As to the business itself the most instructive piece of information I have been able to get out of the report is this: For the previous two years the company, besides paying off a large number of debentures, has paid its shareholders on its enormous capital the handsome dividend of 17½ per cent. In the year ending July 31, 1892, a dividend of 10 per cent only is recommended. Now, it is certainly the case that for the last twelve or eighteen months or so the advertis-

DR. HOLMES'S EXPERIENCE.

From an Exchange.

In a recent interview Dr. Oliver Wendell Holmes, of Boston, told how he came to give a very valuable advertisement to the manufacturer of a patent razor in his book, "Over the Teacups."

"As I and my daughter were about to go aboard our vessel in the harbor, when I went abroad the last time," said the distinguished physician, "a stranger-gentleman handed me a neat little parcel, which I opened as soon as I reached my stateroom. I found the parcel to contain an instrument in the way of a peculiar razor, altogether out of the ordinary design, so fashioned that after preparing my face all I had to do was to put the little thing to my beard and move it over my face, and, before I was really aware of it, I was nicely shaved. Why, it was the most clever thing in its way I ever met with, and I was so delighted with it I took occasion to refer to it indirectly in 'Over the Teacups.'"

"A few months after my return home, and after the appearance of 'Over the Teacups,' one day a large package was left at my house by an expressman. On opening the package, up here in my study, what do you suppose I found? Why, a dozen of those little razors, which had been presented to me by the manufacturer, with his compliments. I laughed to myself and said to my secretary that I'd be more careful in the future about acting as an advertiser for other people's wares. However, I sent the manufacturer a letter of thanks."

Why doesn't his family sell the *Mail and Express*, and buy Elliott something else to play with?—*Fuck*.

ON THE USE OF ELECTROTYPES.

WHERE an advertiser uses the printer to follow copy as closely as a cut—a picture or engraved design—in his announcement, he has no choice but to send the papers an electrotype. But where the entire advertisement is to be set in on this page show how closely the New



RECORDER,
TRIBUNE,
WORLD,

POST,
ORIGINAL,
TELEGRAM,

HERALD,
TIMES,
PRESS.

type the question is likely to arise whether he shall have the matter attractively displayed in some job office, revising it as much as may appear desirable, and then forward it to the papers in electrotype form, or merely send them a proof slip with instructions to York papers succeeded in following copy for a three-inch advertisement of a music box. The original copy appears in the center, while the names of the papers making the display are indicated below. It will be observed that while the type used for display varies a

little, still the general style is closely followed and the results may be considered quite satisfactory. In the *Herald* ad an outline letter is used, but, of course, an electrotpe for this paper would have been out of the question.

This test in the New York dailies would probably average as well in the better class of mediums everywhere. For the poorer class of papers—those whose appearance shows their typographical facilities to be inferior—an electrotpe would undoubtedly be desirable.

The Advertising World.

Readers are invited to send in news items for use in this column.

Here is a list of the seed advertising that has gone out up to the time of writing. There are others to hear from. The firms' names are followed by the agencies handling the business. Where it is placed direct, I state it so: The Dingee & Conard Co., Westgrove, Pa., N. W. Ayer & Son; W. Atlee Burpee, Philadelphia, Ayer; The American Gardening Co., New York, direct; J. T. Lovett Co., Little Silver, N. J., Lord & Thomas; Peter Henderson & Co., New York, Herbert Booth King; H. A. Dreer, Philadelphia, direct; D. M. Ferry & Co., Detroit, N. W. Ayer & Son; L. L. May & Co., St. Paul, J. L. Stack & Co.; Storrs & Harrison, Painesville, Pa., Lord & Thomas; John Lewis Childs, Floral Park, N. Y., W. W. Hallock, New York; Pitcher & Manda, Short Hills, N. J., Herbert Booth King; Ellwanger & Barry, Rochester, direct; J. C. Vaughan, Chicago, J. L. Stack & Co.; Shady Hills Nursery, Cambridge, Mass., Herbert Booth King; B. A. Elliott, Pittsburg, direct; A. R. Ames, Madison, Wis., Ayer; G. R. Gause & Co., Richmond, Ind., S. H. Parvin's Sons; F. B. Mills, Rose Hill, N. Y., J. L. Stack & Co.; The Good & Reese Co., Springfield, O., Alden & Faxon; J. J. Bell, Flowers, N. Y., the Eureka Advertising Agency, Binghamton; W. H. Maule, Philadelphia, J. L. Stack & Co.; S. P. Shepard, Henrietta, O., direct; D. C. Wildey, Albany, N. Y., direct. Then P. B. Bromfield, of the Bible House, tells me he is putting out some seed advertising for the following concerns: Alfred Bridgeman, Robert Scott & Sons, Roscoe Fuller & Co., and Pike & Ellsworth. This business will go out in January, February and March. The advertising of Vick's Rochester house is divided up among J. Walter Thompson; Alden & Faxon; Lord & Thomas; Fuller; Ayer, and the Eureka Advertising Agency.

Frank Kiernan & Co., the Broadway financial advertising agents, have dissolved. The business will be carried on as Albert Frank & Co., the parties in the firm being Albert Frank and James Rascover.

The Provident Fund Society, an assessment insurance concern, formerly in the Stewart Building, has absorbed several smaller organizations and moved to 29 Broadway. The society is putting out some reading notice ads in the dailies throughout the country, Fred W. Nostrand being in charge.

Fair Play tobacco is being advertised in the South, the New Orleans Sunday papers containing half-page ads. The American Tobacco Co. is authorizing the advertising.

J. J. Flynn, I am told, got \$30,000 worth of the California Fig Syrup business to place in the New York and Philadelphia papers.

The advertising of S. C. Wells & Co., of Leroy, N. Y.—Shiloh's Cure—is to be placed in the hands of N. W. Ayer & Son.

L. P. Britt, of College place, who has been advertising an automatic safety bit, using all kinds of mediums, says that none paid him like the medical papers. Mr. Britt has a patent horseshoe which he will advertise soon in horse papers and mediums which reach owners of horses.

S. H. Parvin's Sons are handling the Modene business.

John C. Hutchinson, the glove manufacturer, made an assignment last week.

The Camden Board of Trade has started a scheme to establish a permanent advertising fund for the purpose of presenting the advantages of Camden to manufacturers and other business men. It is proposed to expend from \$2,000 to \$4,000 a year in newspaper advertising.

I am told by the Wonder Remedy Co., Danbury, Conn., that the concern is placing business for '93, favors weeklies, and is doing most of its business direct.

Viola H. Rae, Province court, Boston, says: "The *American Nation* is now published by myself, having assumed ownership last month. I shall do considerable newspaper and magazine advertising."

F. J. Cheney & Co., Toledo, O., proprietors of Hall's Catarrh Cure, are offering three years contracts to newspapers, to run 20 and 25 line reading notice ads.

Many of the solicitors who have gone after the Dana Sarsaparilla business have had to spend part of the night under the shelter of a friendly sign-board at a little country junction. They left Boston about 7 p. m., arriving at this primitive station at 3 a. m., where they had to wait until 7 o'clock. They say it's gratifying to be told on arriving at Mr. Hanson's office that some advertising agent has quoted lower rates than they are able to give.

The Hagner Drug Milling Company, of Philadelphia, will do some advertising shortly in trade and druggists' papers.

J. F. Condon is the president of the Golden Gate Advertising Company, which placed the California Fig Syrup business last year. Mr. Condon will place the business again and will use a still larger number of mediums in '93. Dailies and weeklies all over the country will be used and the ads now given out are six-inch displays, accompanied by one inch "pure readers."

Mr. Glines, of the Gum Elastic Roofing Company, West Broadway, seems willing to take space in most mediums. Strange to say, though, there is no mad rush of space offerers.

Dr. Taft, Bros. & Co., Rochester, N. Y., are advertising an asthma cure in the magazines.

Dr. A. Fontinac, well known to newspaper men, left New York some time since and is now located at Tacoma, Wash.

Chas. L. Webster & Co. are advertising Henry George's new book, "A Perplexed Philosopher." Mr. Williams, the manager, is going liberally into high-class mediums.

Dr. Miller, of Philadelphia, is using papers like *Comfort* and is advertising a medicine of his own manufacture.

J. L. Stack & Co., among others, are putting out some business for the Erie Medical Company.

Pettingill & Co. are placing advertising for Dr. R. C. Flower. The ads are long reading-notice articles.

Lester B. Smith, of the Tribune Building, is making some good contracts for advertising for Dr. M. M. Fenner, of Fredonia, N. Y. Dailies are being used.

G. A. SYKES.

SOUTHWEST MISSOURI JOURNALISM.

From the Sarcosie Vindicator.

The editing of a newspaper, no matter how small or insignificant it may be, requires some special qualifications which are not required for other professions. In our opinion, no one should undertake to edit a newspaper who has not at least a fair knowledge of English grammar and rhetoric. It is absolutely necessary. The manner in which the Queen's English is butchered and mutilated in a great many country newspapers makes the educated man groan, and firmly resolve in his mind that compulsory education is not only a good thing, but that it should be immediately put into operation. We clip the following from one of our exchanges, and ask in all kindness, should the editor not be asked to retract?

"Rosa Kelley and Oscar Bishop who has been confined to their bed with typhoid malarial fever for a couple of weeks, is now convalescent."

We will admit this to be an unusually bad blunder, but similar ones come under our notice every week. Bill Nye, the great humorist, in one of his letters not long since, advocated the establishment of a school of journalism, where editors would be taught how to say what they ought to say. The editing of newspapers is a profession, and as such we do not see why those engaged in it should not only attend a training school, but be required to hold a certificate of ability.

READS IT AT HOME.

Manufacturers
OF THE ACORN SALVE.
Removes the Toe Corn Every Time.
PHILADELPHIA, Dec. 23, 1893.
Editor PRINTERS' INK:

We have been the recipients of your valuable publication, *PRINTERS' INK*, for the past two years, and have gained much useful information from it. We would no more think of doing without it than we would dispense with our daily paper.

We enclose you the price of subscription. Please send it to our manager, J. Wm. Landis, Swathmore, Pa., as it is one of the few publications he prefers to read at home.

Very truly,
GIANT CHEMICAL CO.

Miscellanies.



A Bank Cashier, with many years' experience, wishes a change on the 1st of January. Has occupied his present position, with one of the strongest and most substantial institutions in the country, for over fifteen years. Address "CONFIDENTIAL."—*Puck*.

The Realms of Space.—Newspaper offices.—*Truth*.

Job had boils, to be sure, but then he didn't have any newspaper portrait.—*Kam's Horn*.

They Were in It.—Poet: Have you read my lines?

Editor—Yes.

Poet—Well, are they in it?

Editor—Yes; I have just put them in it.—*Truth*.

Not His Ideal.—Patent Medicine Doctor: Take some of my preparation and you will be cured.

Patient—And then will I look like those men whose pictures appear in the papers?

Doctor—Er—yes; I presume so.

Patient—Then I don't want to be cured.—*Puck*.

The Last Resort.—Managing Editor: Have you written that bunch of funny paragraphs, Mr. Sadman?

Subordinate—Not yet—I can't think of anything.

Managing Editor—Then write an editorial on "The Decline of American Humor"—you've got to earn your salary, somehow!—*Puck*.

He—I think we need not worry about the future. I am now getting \$2,000 a year as second assistant sub-editor of the *Daily Blower*.

She—Yes; but you are killing yourself doing two men's work.

He—I know. But before long I may be promoted, and then I'll get \$3,000 for doing one man's work; and, if I have patience, I will eventually reach a position where I will get \$5,000 for doing nothing at all.—*New York Weekly*.

AN ACCOMMODATING EDITOR.

Took all things on subscription—from chickens down to cheese,

From wild duck down to whippoorwills and wood;

And at last he took a coffin—for he wasn't hard to please—

With a doctor—an' they settled him for good!—*Atlanta Constitution*.

AN ENGLISH CRITICISM.

ABNEY WORKS, STOKES NEWINGTON, }
LONDON, Dec. 6, 1892. }

Editor of PRINTERS' INK:

May an outsider be allowed to express an opinion upon the subject so well treated in the article "Criticising the Expert," in your issue of Nov. 23d?

I take Mr. Powers' sponge advertisement as the representative of a certain popular style of business announcement; a style that appears to me to be open to the objection that it is fragmentary in material and jerky in composition.

A few dissimilar elements are dumped together; a few incongruous items are placed in juxtaposition—the bond of union is of the slightest, often consisting of little more than what the heading may suggest. It is sought to attract attention by presenting the subject more or less curtly in a short sentence or two, aiming at crispness (and often missing it). Then follows a brief lecturette concluding with a request in the hail-fellow-well-met style that the reader should call or write for further information. You have the orthodox firstly, secondly, thirdly, and finally—or an attempt is made to state the theme by way of major and minor premiss and conclusion, with the addition of the call-or-write tag.

No doubt this style of thing is a great advance upon the monotonously dull advertisements that have hitherto done duty for business announcements. As a stage of evolution it is interesting so long as it is a novelty; but when it is no longer a novelty will not the "snappy" become as tedious and ineffective as the "dull?" The latter was oppressive: the former is not without a tinge of impertinence.

Yours faithfully,
ARTHUR T. BULLOCK.

IT TAKES TIME.

From the Kingston, N. Y., Freeman.

There are many merchants who overlook the importance of persistency in advertising. It is not too much to say that this quality is far more valuable than unlimited genius in writing announcements. We have observed that in the case of our weekly edition when we advertise a new clubbing offer, no matter how attractive, it is often two or three months before we get any responses at all, and that the number of such responses is almost always directly proportionate to the length of time the notice has been running. We were recently informed by one of the leading firms in this city of the curious fact that they had advertised a special sale of a certain article for one week, withdrawing the offer at the end of that time, and that they did not secure one customer during the week, although there were many applicants when it was too late. It was evident to this firm that a week's advertising is necessary before any results can be expected.

PETTICOAT JOURNALISM.

From the Albany Journal.

The name under which a new journal, devised by Miss Margaret Tennant, of London, will shortly appear, is the *Petticoat*. The paper will be under the entire control of ladies, as no men will be allowed to contribute, and will appear about once in every six weeks. This is a journalistic venture in the direction of woman's rights.

ADVERTISING'S EFFECT ON THE RISING GENERATION.

From the Boston Transcript.

A very large question is opened up by the action of the Aldermen in regulating the public advertisements of theatres. The "Listener" did not go into that matter at all when it was up, and will not now.

But if the moral health of the community demanded the suppression of certain pictorial representations, may it not also require the removal of exhibitions for mercantile purposes which are shocking to the sensibilities of all persons of decent feelings, and calculated to brutalize the taste of the rising generation?

There has lately been a great increase, chiefly in the windows of stores, of patent medicine advertisements, containing hideous and disgusting pictures. One of these, in the window of a Back Bay apothecary, might well be regarded as several degrees more indecent than the "Babes in the Wood" posters, and it is certainly much more depraving to the public sense of what is beautiful.

It was a patriotic purpose, rather than an æsthetic one, which led the Greeks to place beautiful statues where they could be seen by all the women who came to the market place. Is there not a screw loose somewhere in the civic patriotism which suppresses "Babes in the Woods" pictures, but allows carved and painted and printed representations of deformities, monstrosities and diseased and suffering human beings to haunt the vision of nervous women, and affect unfavorably, in more ways than one, the rising generation?

Perhaps it isn't right for the city or State to set up a censorship over advertising pictures publicly displayed; but, bless you, the thing has just been done! And what alderman will volunteer to draw to a nicety the line where the Ugly leaves off and the Immoral begins?

BOUND TO GET EVEN.

From the Danville Breeze.

"Are you the doctor?"

"I am. What can I do for you?"

"Can you give me the latest approved method of catching the scrofula?"

"Catching it! You mean curing it, don't you?"

"No, I want to catch it awfully, so that every doctor in the universe will pronounce it incurable."

"Well, this is certainly a queer case. May I ask what in creation you want to contract such a disease as that for?"

"Well, you see it's this way. My best girl had it and got cured by taking Parmelee's Sarsaparilla. She gave them her testimonial, which was printed in more than a million circulars and sent broadcast over the whole country, with her name and address attached. Since then she feels so big she won't notice me in the street. Now I want to catch a bigger dose of scrofula than she had, and would like a lot of boils and carbuncles mixed in, so my own relatives won't recognize me, and then I'll get cured. I'll send out a bigger testimonial than hers, and tack my photograph on top, and if I don't make her feel sick it's because I can't hire the blamed old physic foundry to send 'em out. I'll get even with that girl if I have to mortgage my fortune for a thousand years or my name is Columbus."

On the Train.—News Agent: Truth-puckjudgeandlife out to-day!
Boston Spinster—Is that a Russian publication?—*Truth*.

COWS AND ADVERTISING.

The advertising agent of a New London clothing firm has purchased of a farmer the right to use a herd of cows in a pasture between that city and Niantic for advertising purposes, and each cow is adorned with a poster.—*From the Hartford Times.*

WANTS.

Advertisements under this head, 6 lines (36 words) or less, one time, \$1.00.

WANTED—4c. for 10c. Little Casino Base Ball Schedule. EMIL GROSSMAN & CO., Cleveland, O.

WANTED—A first-class circulator for a growing daily. Address "CIRCULATOR," care of Printers' Ink.

WANTED—Canvassers to obtain subscriptions and advertisements. Address PRINTERS' INK, 10 Spruce St., New York.

DIRECTORY PUBLISHERS, please send circulars and price list of your directories to U. S. ADDRESS CO., L. Box 1467, Bradford, McKean Co., Pa.

A NEWSPAPER foreman desires situation; thoroughly competent, experienced, economic and a good make-up. Address "R. L. J.," care Printers' Ink.

A N all-around newspaper man desires a situation. Rapid proof reader; accustomed to editing telegraph news and MS. Would do occasional reporting. Address "G.," care of Printers' Ink.

WANTED—To buy or lease, whole or part interest in Republican weekly in town of over 3,000. Give full particulars and send copy of paper. Address J. STILES, 1527 Washington Ave., St. Louis, Mo.

DO you want a type-written list of all the sewing machine agents in the U. S.? We have just completed it, and it is accurate. Send for particulars. CRANE, ALLING & CO., 19 West 13th St., New York City.

WANTED—Traveling salesmen, to sell the best preparation on the market. Salary or commission. None but experienced druggists and hustlers need apply. Address MANNERS' SARBAPARILLA COMPANY.

BOOK COMPOSITOR (male) wanted. One who knows his business. Must be steady, temperate and present references. Fair pay and steady job guaranteed to right party. Write "D," Box 286, Salem, Mass.

BRIGHT paragrapher, suddenly thrown out of work, wishes position of any sort on newspaper or magazine. Familiar with all parts of newspaper work and business-office routine. Address "LEVEL," this office.

PATENT MEDICINE—Will purchase whole or part interest in established business; medicine or proprietary article. Address, with full particulars and circulars descriptive of same, ROBERTS, Box, 2406, New York.

WANT ADVERTISEMENTS IN PRINTERS' INK under this head, six lines (thirty-six words) or less, will be inserted one time for one dollar. For additional space, or continued insertions, the rate is 75 cents a line each issue.

JUST completed, an accurate and reliable list of the newspaper and periodical dealers of the U. S. and Canada. Type-written copies furnished at moderate rates. CRANE, ALLING & CO., 19 West 13th St., New York City.

THE EARTH! No. We want everybody desiring to buy or sell a newspaper to write us about it. We can help you. Tell us what you have or want. NORTHWESTERN NEWSPAPER BROKERS' AGENCY, Dodgeville, Wis.

WANTED—Thorough advertisement writer, one who can take charge of mail order department for retail dry goods; man with experience and capacity wanted. Address, with reference, YOUNKER BROS., Des Moines, Ia.

WANTED—Position as advertising manager for large advertiser, or AI publication. 15 years in the business. Reason for change, wish to get rid of traveling. N. Y. City preferred, but will go elsewhere. "MAYNARD," Printers' Ink.

WANTED—The live clothier of America, anxious to double his January sales, can be assisted by the undersigned. Widespread and responsible merchants address for terms and information, with stamps, V. KLEIN, Kansas City, Mo.

A MAN of wide acquaintance among the general advertisers and agencies of the United States, with 19 years' experience, excellent address, good character and AI references, desires position as advertising solicitor. "SUCCESS," Printers' Ink.

NEWSPAPER MAN, eight years' varied experience, now on staff Phila. evening daily, wants place as editorial writer or managing editor on progressive evening paper (no Sunday issue) in live town. Address "FERDINAND," Printers' Ink.

WANTED—Space in exchange for pets. Dogs of every description, cage birds, fancy pigeons, high-class poultry and eggs for hatching from 30 varieties. Send stamp for price list. Western Fanciers' Agency, H. ROESCH, Proprietor, St. Louis, Mo.

A SPECIAL PROPOSITION to advertisers. For five dollars, I will send an explicit letter giving full advice, or answering any inquiries the writer chooses to make. Special rates on ads, circulars, etc. CHAS. NELSON, P. O. Box 2087 San Francisco.

329 MORE good agents wanted to sell our premium nursery stock. Men and women who mean business can make big money. Highest wages paid and cash advanced weekly. Write us. MID-CONTINENTAL NURSERY CO., Drawer "B.," Fairbury, Neb.

WANTED—All printers to send to the undersigned 50 cts. for the formula for making the wonderful "Smith's Tablet Glue." Always ready for use. Elastic and flexible in all climates and all months of the year. Address O. M. SMITH, Marion, Iowa.

WANTED—By every owner of a shot gun *The Automatic Loader*. Loads 10 shells per minute, automatically. Price, \$10. Circulars. Discounts for publishers' premiums or canvassers. Every sportsman wants it. BAILEY-FARRELL MFG CO., Pittsburg, Pa.

WANTED—Position where advertiser can put new life, vim and business into a newspaper from stock of original ideas, by party of twenty years' successful experience as reporter, editor and business manager. Address E. B. BAKER, Box 463, Newton Centre, Mass.

FREEMASONRY EXPOSED and explained by Capt. Wm. Morgan. The most striking and interesting book ever published. Sample copy to agents and booksellers, 50c. Big money in it. Agents wanted. MARIGOLD PUBLISHING CO., 84 Madison St., New York City.

MYSTERIES OF FREEMASONRY. By Col. Crafts. A guide through all the degrees, both ancient and modern, from Entered Apprentice to Prince of Royal Secrets. Sample copy, 50c. Agents wanted. MARIGOLD PUBLISHING CO., 84 Madison St., New York City.

WANTED—A young man who has acquaintance with general newspaper advertisers in the New England States, to represent a leading advertising agency and solicit business. Liberal salary or commission will be paid to the right man. Best of references given and required. Address, at once, "B.," 3490, New York City.

A DIRECTORY GRATIS—Librarians or others interested in newspaper statistics and not supplied with the 1891 edition of the American Newspaper Directory, may have a copy gratis on application, as there are a few on hand of no commercial value since the edition for 1892 was issued; will be delivered free to bearer or express company. Address AMERICAN NEWSPAPER DIRECTORY, 10 Spruce St., New York.

CITY EDITOR wishes to change location after March 1. Have had large experience in newspaper work. Fully conversant with handling large corps of reporters, pushing the blue pencil and the wants of a hustling daily. Only those willing to pay a salary commensurate with good live work and an experienced man need answer this, as I want a good salary and will earn it. Can infuse new life into a paper if given an opportunity. Address "NO CLIFFER," this office.

ADVERTISING NOVELTIES.

Advertisements under this head, 6 lines (36 words or less), one time \$1.00.

JUST for fun, Little Casino Base Ball Schedules 4c. EMIL GROSSMAN & CO., Cleveland, O.

CATALOGS! CATALOGS!! CATALOGS!!! We print and illustrate catalogs, with original designs in embossed covers. Send for estimate. GRIFFITH, AXTELL & CADY CO., Holyoke, Mass.

THE INKWELL FOUNTAIN PEN requires no filler, is self-feeding, will use any business pen. As a pocket pen, 50c.; as desk pen, 25c.; big money to agents. Free circulars. P. RUSSELL COMPANY, 5 Day St., New York.

WE have one of the greatest novelties for premium purposes. An entertaining, amusing and exciting toy. "The Air Propeller." Nothing of its kind known. Sample, 10c. THE ALTON MFG CO., 231 E. Jackson St., Chicago.

FOR the purpose of inviting announcements of Advertising Novelties, likely to benefit reader as well as advertiser, 6 lines, 36 words or less, will be inserted under this head once for one dollar. Cash with order. More space or continued insertions 75 cents a line each issue.

"WORTH CONSIDERING AND INQUIRY!" The simplest copying device is the Express Duplicator, reproducing every twenty minutes 100 fac-similes from any writing. It's the best investment, because self-paying every time used. C. BENSINGER & CO., 7 Day St., N. Y.

ILLUSTRATORS AND ILLUSTRATIONS.

Under this head, 2 lines (12 words) will be inserted three times for \$1.00.

ART LEAGUE, World Bldg., New York, makes cuts, writes primers, etc.

ILLUSTRATIONS and type, electrotyped pages, 7x9. "R," 63 King St., Providence, R. I.

SUPERIOR Mechanical Engraving. Photo Electrotype Eng. Co., 7 New Chambers St., N. Y.

OUTLINE PICTURES for newspaper advertising. Specially adapted for men's outfitters. Ideas of our own get-up. Send for a catalogue. SAKS & COMPANY, Washington, D. C.

WHICH is more attractive to most: Type or artistic designs, illustrations? You pay \$100 for space and ads, yet slight your matter! See "ARTIST LINCOLN," 10 years with first periodicals, advertisers. 25 W. 34th St., N. Y.

MISCELLANEOUS.

Advertisements under this head, two lines or more, without display, 75c. a line.

STAMPS FOR COLLECTIONS—Send for lists. S. E. T. PARKER, Bethlehem, Pa.

PREMIUMS FOR NEWSPAPERS. EMPIRE CO., 146 Worth St., New York.

ADVERTISEMENT CONSTRUCTORS.

Advertisements under this head, 6 lines (36 words) or less, one time \$1.00.

NEWSPAPER man on staff of Philadelphia evening daily desires work as advertisement writer for several reputable firms, or editorial work on trade journal during leisure. Address "ORIGINAL," Printers' Ink.

MY ads are put in type and proof mailed; the display is seen; if it is what you want, the price is agreed upon; if it does not suit, no charge is made. Address GEO. F. NELSON, 10 Spruce St., New York City.

I WRITE EPITAPHS for stores that don't advertise, and ads for those that do. WHEATLEY, Box 617, Chicago. Four-inch, single column, \$1½. Circulars, from \$2 up. Maybe you'll frown at the prices, but smile at the results.

ATTRACTIVE ADVERTISEMENTS, artistically arranged, alluringly arrayed, are always admirable aids. I write 'em. One dollar each. State full particulars; size of advertisement wanted, etc. CEAS. NELSON, P. O. Box 2087, San Francisco.

REASONABLE—FORCEFUL—convincing ads. Series of 5 for \$3; 10 for \$3.50. Series of 10 ads, with 10 original outline cuts, \$10; 5 for \$6. Cash with order, without exception. Will satisfy you or refund. CHARLES A. BATES, Indianapolis, Ind. Circulars, too.

SUPPLIES.

Advertisements under this head, two lines or more, without display, 75c. a line.

VAN BIBBER'S Printers' Rollers.

LEVEY'S INKS are the best. New York.

PAPER DEALERS—M. Plummer & Co., 161 William St., N. Y., sell every kind of paper used by printers and publishers at lowest prices. Full line quality of Printers' Ink.

FOR SALE.

Advertisements under this head 75 cents a line.

HANDSOME ILLUSTRATIONS for papers. Catalogue, 25c. AM. ILLUS. CO., Newark, N. J.

LOCAL PAPER for sale on easy terms—only paper in town. Address, care of "ADVANCE," Avoca, N. Y.

4 LINES, \$1. 1 inch, \$3.50. 1 col., \$46.55. 1 page, \$150.50. 50,000 copies PROVEN. WOMAN'S WORK, Athens, Ga.

FOR SALE—A copy of the American Newspaper Directory for 1894. Price five dollars. Sent carriage paid. Address GEO. P. ROWELL & CO., Publishers, 10 Spruce St., New York.

100,000 Agents' addresses, printed and gummed. We sell of any State at \$2.00 1,000, and pay forfeit 1c. on each returned "dead." Try 1,000. AGENTS' HERALD, Phila., Pa.

ADDRESSES AND ADDRESSING.

Advertisements under this head, 6 lines (36 words or less), one time \$1.00.

COMPLETE LIST of any of the trades or professions in the city of Boston furnished by return mail on receipt of 25 cts. W. H. AMES, 630 Atlantic Ave., Boston, Mass.

PUBLISHERS located at county seats or in small places, who can send us the names of farmers, will learn how they can be well paid by addressing AMERICAN MACHINE CO., Chicago, Ill.

12,000 LONG Island's best families reached. Names are of Suffolk county people. \$10 for lot, \$6 for 4,000, \$2 per 1,000. References: M. B. Vandusen, 21 Park row, N. Y.; S. J. Dare, First National Bank, Brooklyn. Address H. C. DARE, Patchogue, L. I.

PERSONS who have facilities for bringing advertisers and consumers into contact through lists of names and addresses may announce them in 6 lines, 36 words or less, under this head once for one dollar. Cash with order. More space or continued insertions 75 cents a line each issue.

ADVERTISING MEDIA.

Advertisements under this head, two lines or more, without display, 75c. a line.

SPOKANE SPOKESMAN.

BUFFALO TIMES proves over 33,000 circulation. It will pay you.

AGENTS GUIDE, New York. The leading agents' paper. Send for copy.

MEDICAL BRIEF (St. Louis). Largest circulation of any medical journal in the world.

FARM LIFE, of Rochester, N. Y., 16 pages, 64 columns, monthly. Guaranteed circ'n, 25,500.

SEATTLE TELEGRAPH—The only morning Democratic daily in Oregon, Idaho & Wash.

ADVERTISERS' GUIDE. Mailed on receipt of stamp. STANLEY DAY, New Market, N. J.

GAZETTE ADVERTISING RECORD—For weekly papers. \$1. Testimonials. GAZETTE, Bedford, Pa.

REASONABLE RATES. Large circulation. **THE GREAT WEST,** Aberdeen, So. Dakota. Write for sample copy.

BE independent. Own your own newspaper. Send for estimates to **PICTORIAL WEEKLIES CO.**, 28 West 23d St., New York City.

COLUMBUS, Central, Southern, and Southeastern Ohio offer a rich field for advertisers. **THE OHIO STATE JOURNAL**—Daily, 12,500; Sunday, 17,000; and Weekly, 23,000—cover the field. All leading advertisers use it.

TRADE secrets for manufacturers. Waterproof writing ink, jet black (writing can be immersed in water without fading). Cost 8 cents gallon. Hundreds other secrets, one dollar each. State requirements. "ALCHEMIST," 338 West 19th St., New York.

CLASSIFIED ADVERTISEMENTS IN PRINTERS'—We begin with a two-line letter, but have no other display. Under headings of Advertising Media, Supplies, Miscellaneous and For Sale the price is 75 cents a line each issue. Under heading of Wants, Bill Posting and Distributing, Advertising Novelties, Addresses and Addressing, Illustrators and Illustrations and Advertisement Constructors, 6 lines (36 words or less) will be inserted once or two lines (12 words or less) three times for one dollar if the cash accompanies the order. Additional space or insertions charged 75 cents a line each issue.

BILL POSTING & DISTRIBUTING.

Under this head, 2 lines (12 words) will be inserted 3 times for \$1.00.

BOOKS, bills, &c., \$2.50 per M. **DREW'S TICKET AGENCY,** Concord, N. H.

R. H. JOHNSTON, Circular Distributor, 1221 Franklin Ave., St. Louis, Mo.

SEND 5,000 circulars and \$7.00 to **C. A. ROBERTSON,** bill distributor, Williamsburg, Miss.

ALL kinds of adv. matter distributed. \$1.50 per M. **S. W. D. AGENCY,** Villisca, Iowa.

CIRCULARS distributed in Minnesota and South Dakota. \$3 per 1,000. **C. A. YOUNG,** Tracy, Minn.

CENTRAL Advertising Bureau distributes advertising matter of every description, mail up and paint signs, &c. All rural places in the territory reached. State contracts made. For terms address **Central Advertising Bureau,** Troy, Ohio.

FOR the purpose of inviting announcements of the addresses of local bill posters and distributors, two lines (12 words) or less will be inserted three times under this heading for one dollar, or three months for five dollars. Cash with the order. More space 75 cents a line each issue.

I HAVE your circulars or pamphlets inserted in the Sunday morning papers delivered in New York. Control distributing in over 300,000 Sunday circulation. Absolute proof that work is done. Write for particulars. House to house distributing also done under my own personal supervision. References: my regular local patrons. Prices reasonable. **F. R. BACKUS,** 70 Ferry St., New York.

6000 New Agents' Names for 25c. Western Mailing Agency, St. Louis, Mo.
SUCCESS Family Magazine. 25c. a line. AMERICAN PRESS CO., Baltimore.

WOOD CUTS AND PROCESS PLATES PER PLS.
SEND FIVE CENT STAMP FOR CATALOGUE NEW YORK

"TRADE INCREASEERS." Every live local advertiser wants 'em; cheap; attractive; effective. Write to **CHAS. W. HARPER,** Columbus, O.

PUBLIC OPINION Always pays Advertisers. Washington. New York.

GERMANIA Magazine for the study of the German lang. and lit. For sample copies, rates of advertising, etc., address **GERMANIA,** Manchester, N. H.

BEATTY PIANOS, ORGANS, Exchange for space. **D. F. BEATTY,** Wash., N. J.

PATENTS HOPKINS & ATKINS, Washington, D. C. 30 years' experience. Write for information

The Delta.

THE BEST PAPER IN NEW ORLEANS.

PATENT OR NO PAY. Book free Prompt, reliable; work. **S. C. FITZGERALD** Washington, D. C.

DON'T

Order any kind of cuts for printing until you have heard from us. It will pay you to write us. **CHICAGO PHOTO ENG. CO.**

TEACHERS are paid regularly. Spend money freely. Are best mail customers. Make good agents. We reach them. **Normal Instructor.**—(Proven.) Trial adv. 10c. a line. **DANVILLE, N. Y.**

See the January issue of the **ADVERTISERS' GUIDE** for Cost and Result, Circulation Agitation, Wanamaker and "Printers' Ink." 12 cents pays for one year or stamp for sample copy. **STANLEY DAY,** New Market, N. J.

THE EVENING JOURNAL,

JERSEY CITY'S

FAVORITE FAMILY PAPER.

Circulation, - - - 15,500.

Advertisers find IT PAYS!



PUBLISHERS DESIRING BICYCLES

For themselves, employees or for use as premiums can procure same from us on favorable terms, and pay part cash and the balance in advertising. We handle all makes, new and second-hand, and sell everywhere. Catalogue and terms free. **ROUSE, HAZARD & CO.,** 2 X Street, Peoria, Ill.

THE HOME CIRCLE,

ST. LOUIS, MO.

75,000 Copies Each Month.

An exceedingly desirable medium for

GENERAL ADVERTISERS.

THE HOME CIRCLE PUB. CO., St. Louis, Mo.

Dodd's Advertising Agency, Boston, or **World Building, N.Y. City.**
265 Washington Street.
Send for Estimate.
RELIABLE DEALING CAREFUL SERVICE.
LOW ESTIMATES.

SAN FRANCISCO CALL.

Established 1853.

Daily, 58,487—Sunday, 63,207.

The Leading Newspaper of the Pacific Coast in Circulation, Character and Influence.

THE SPOKANE SPOKESMAN

has 75 per cent more paid subscribers than any other daily paper published within 300 miles of Spokane, Wash.

Kate Field's
Washington

Is read by intelligent people who pay their bills. Are these the people you want to reach when you advertise? Washington, D. C.

PNEUMATIC TUBES

FOR NEWSPAPER OFFICES.

SEND FOR ESTIMATES TO

METEOR DESPATCH CO.,

23 E. 14th St., New York,
89 State St., Boston.

The Journal, Providence, R. I., uses our system.

ADVERTISER.



PUBLISHER.



WRITE TO BRUCE

Ask for rates, circulation and sample copy. Then bring your judgment into play. Decide whether it is to be or not to for 1903. That is all we ask. You'll do the rest. The American School Board Journal. BRUCE, the Publisher, Milwaukee, Wis.

See a copy of
The National Stockman and Farmer,
Pittsburgh, Pa., and Buffalo, N. Y.

It has all the year a larger and better advertising patronage than any other agricultural weekly. It must pay advertisers, for they stay right with it.

WATCHES

Are the Best **PREMIUMS.**

Address the manufacturers direct.

THE PHILADELPHIA WATCH CASE CO.,
RIVERSIDE, N. J.

STUDY LAW

AT HOME.

Take a Course in the
Sprague Correspondence

School of Law. (Incorporated.) Send ten cents stamps for particulars to

J. COTNER, Jr.,

Sec'y, Detroit, Mich.

312 Whitney Block.



PERMANENT
ADVERTISING.



Desk, Mantel or Hanging Clock
"DAISY."

Diameter 6 inches. Any desired advertising matter in bas-relief. Price each, in 100 lots, \$1.50. For illustrated Price List of Advertising Clocks address BAIRD CLOCK CO., Pittsburgh, N. Y. London Office: 187 Queen Victoria Street, E. C.

THE "LEDGER'S" PROGRESS.

That the character of the New York Ledger is to be maintained at the standard established in the last two or three years by Robert Bonner's Sons is evident from the recent Christmas issue, which contained contributions by Maurice Thompson, Minnie Hauk (the prima donna), Helen Marshall North, the Rev. S. P. Cadman, Mrs. William Winter ("Isabella Castelar"), Mrs. E. D. E. N. Southworth and other well-known authors. A new serial story by Amelia E. Barr, entitled "A Singer from the Sea," and a novelette by Miss Marietta Holley ("Josiah Allen's Wife") are among the good things which will shortly appear.

The proprietors of the Ledger announce that they are thoroughly pleased with the results achieved by the paper under its present policy, and they state authoritatively that the general character and attractiveness of the publication will be maintained at their present standard.—New York Times, Jan. 1, 1893.

PRINTERS' INK.

A JOURNAL FOR ADVERTISERS.

PUBLICATION OFFICES:
No. 10 Spruce Street, New York.
No. 138 Fleet Street, E. C., London.

Issued every Wednesday. Subscription Price:
Two Dollars a year. Three Dollars a hundred;
single copies, Five Cents. No back numbers.
ADVERTISEMENTS must be handed in one week
in advance. 75 cents a line; \$1.50 a page.

JOHN IRVING ROMER, EDITOR.

NEW YORK, JANUARY 11, 1893.

TO FRIENDS who have congratulated us upon our special New Year's number we extend the assurances of our most profound consideration. As the edition has been exhausted, those who have not already secured copies will have to go without. If it is possible, PRINTERS' INK during the coming year will be improved with every issue.

ON January 1 Mr. J. H. Bates took into partnership his manager, Mr. Lyman D. Morse, the name of the firm now being the Bates & Morse Advertising Agency.

J. H. Bates is one of the pioneers in the business, and his agency ranks among the foremost of its kind. Mr. Morse has been associated with Mr. Bates for many years, and for over three years past has managed the business with an intelligence, zeal and fidelity which will now have even fuller scope. He is well known to newspaper men and advertisers, and the prosperity of the agency will be advanced and augmented by this change.

THE question of the value of the advertisement writer to the advertiser continues to be a disputed one. That there are occasions when the trained writer may prove a valuable assistant to the business man is generally admitted. When these conditions are present, it is not so easy to determine. Mr. Maher's article in this week's paper touches upon one phase of it—the business man's own view. A great obstacle to good work by the professional writer is that he often attempts to write with an imperfect knowledge of the thing advertised. To do a subject justice, he should make himself master of its details, even though he may not actually have occasion to use all the points in his written advertisements. But the business man is not usually willing to pay for the amount of time

necessary to accomplish this result. Some very simple things can be written about without such study, but they are few in number.

Another light upon this matter comes from Mr. J. E. Powers, who sends us some correspondence from a client of his, the Pittsburgh Brass Company. This concern received an application from an advertisement writer in Jersey City who tendered his services at "seventy per cent less than Powers, and will take our pay in lamps." But even this tempting offer does not appeal to the advertiser, who is evidently quite willing to value the writer's services at his own estimate.

A case that came to PRINTERS' INK's notice lately was that of a retailer whose business in itself was an easy one to write about, but whose relations with other concerns were so complicated that the writing of an advertisement would be an exceedingly delicate matter. The facts were clearly in the man's own mind, but an outsider would be almost certain to err in some detail. Our advice to him was to write his advertisement himself, as well as he could, bringing in all the points that he wanted to have included, and then submit the matter to a professional advertisement writer for criticism.

AN advertiser in the Bath (N. Y.) *Advocate* makes the following extraordinary proposition:

FARMERS, EAT YOUR OWN SAUSAGE!

All persons who desire to have sausage made from their own meat can have the chopping done at the market of John Hoyt, on Steuben street. He has every facility for doing this work to the complete satisfaction of all who come.

JOHN HOYT,
Steuben Street, Bath, N. Y.

It would hardly seem possible that there are enough cannibalistic farmers who desire to have "sausage made from their own meat" to render this advertisement profitable.

A TRANI (Italy) doctor has the following notice affixed to his portal: "Prof. Ricca—The said Prof. Ricca will use for making his salves live snakes and large serpents, wolves, bears, monkeys, marmots, weasels and numerous other kinds of wild animals, alive and in good condition."

A ST. LOUIS paper offers a prize of \$1 a day for errors discovered in its advertising columns.—*St. Louis Dispatch*.

PLAINNESS BETTER THAN ECCENTRICITY.

SCHLESINGER & MAYER, {
CHICAGO, Dec. 30, 1892. }

Mr. Top O. Collum :

Thank you for your criticism. We knew the sentence, "Mail orders have quick seeing to," was not just the proper thing; that it was not proper construction even, but with all its "faults we love it." We, however, lower the flag when the "Schoolmaster" fires the first gun, and speedily send you what we will hereafter use. Or could you suggest something better? Yours truly,

R. W. JENNINGS,
Advertising Manager.

The new phrase is "Mail orders promptly filled," and is certainly an improvement upon its predecessor.—
[Ed. PRINTERS' INK.]

VALUES THE ADVERTISEMENTS.

LAKE SUPERIOR PUBLISHING CO., {
ISHPEMING, Mich., Dec. 30, 1892. }

Editor of PRINTERS' INK :

While in a bindery a few days ago the foreman showed me some "cussedness" on the part of a customer. They were binding for him volumes of the *Century*, *Harper's*, *Scribner's*, *Life* and the *Forum*, and he insisted on their binding *all* the advertising with the magazines proper. The foreman was much disgusted when I told him to bind my magazines the same way.

The cranky customer who broke a precedent in that bindery was not a newspaper man, and never had been one. He was and is simply a prosperous lawyer, whose consultations bring him in big fees. But he rightly appreciated the value of the often-despised advertising pages.

HORACE J. STEVENS.

LORD & THOMAS ARE NOT IN IT.

CHICAGO, Dec. 29, 1892.

Publishers PRINTERS' INK :

Several weeks since in some of your editorial comments you took occasion to infer that Lord & Thomas were backing the *Ink Fiend*, which has gone in "innocuous desuetude."

At that time we felt that this was an injustice to us, as we have nothing to do with the paper, except to put in an advertisement on its first page. We so wrote you, but you have not seen fit to deny it, and we think that we have a right to ask you to do us the justice to say as much as we said in our letter. Will you not see that this is done?

LORD & THOMAS.

D. M. LORD, Pres.

PROUD OF HIS TEACHER.

WIENER'S CLOTHING HOUSE, {
SOUTH WHITLEY, Ind., Dec. 27, 1892. }

Editor of PRINTERS' INK :

Please find enclosed one dollar, for which please move my subscription along a peg from date of expiration.

My subscription does not expire until March, but I want to show my appreciation of the little journal which is doing such a grand work in the field of advertising.

I am naturally on the lookout for trustworthy paths that lead to success in advertising. I study every issue of the little journal and try to get something out of articles, editorials, and advertisements alike. In this I am not disappointed, for I can truthfully say that I have never read a periodical of any kind from which I have derived more satisfaction, or better instruction, than from the pages of the little schoolmaster.

I am, indeed, proud of my advertising teacher.

CHAS. M. WIENER.

BACK NUMBERS AT A PREMIUM.

GUY'S TONIC COMPANY, {
LONDON, E. C., Dec. 16, 1892. }

Messrs. G. P. Rowell & Co. :

I inclose \$1.00 and want you to continue sending PRINTERS' INK to end of 1893.

It is a veritable *vade mecum* for an advertiser. I read it carefully and regularly. Prize my back numbers, and fly to them for pleasant and profitable enjoyment whenever time allows.

With best wishes for continued prosperity.
Yours faithfully, CHAS. S. STIMP.

CHECKING RETURNS.

SCHUNEMAN & EVANS, {
ST. PAUL, Minn., Dec. 20, 1892. }

Editor of PRINTERS' INK :

In the December 14th number of PRINTERS' INK the interesting article by "Speedland," entitled "Keeping Track of Returns," attracted my attention, and inasmuch as the one plan of keying advertisements, which I consider best for either local or general mail-order advertisers, was omitted, I submit a brief description.

The popular phrase, "When you write, mention this paper," is, no doubt, almost as old as advertising itself. But my experience has taught me that very few readers take the trouble to comply with the request; on the other hand, they seem to studiously avoid doing so. I have found, however, that an attractive coupon printed in the advertisement—a coupon which the reader may clip out and send to the advertiser, receiving something in return for his trouble—solves the problem most satisfactorily.

My method is to give each paper a number (as 12, 23, 34, &c.), and have the coupon electrolytes supplied with numbers to correspond, so that the number of the paper in which the coupon appears will be printed in small figures on the margin of coupon.

Taking care of the coupons after they are received is a simple matter. They may be credited to the different papers daily or dated and filed away in separate boxes ready to be referred to whenever occasion requires.

W. A. KELLER, Adv. M'g'r.

NOT THE MEN, BUT THEIR METHODS.

LORIN, Cal., Dec. 21, 1892.

Editor of PRINTERS' INK :

The indignation of the New York *Tribune* at the spoiling of scenery by advertisers along the Hudson and elsewhere is no doubt just. The advertising fiends are to be treated with aversion and righteous contempt, argues the *Tribune*. Nothing to them is too sacred to be made to serve their vile purposes. Now, in view of the horrible "purposes" and the contemptible creatures who conduct their business so out of harmony with elegance, will the *Tribune* columns be hereafter barred from such "fiends?" Must men die for want of Brandreth's pills, and wounds go unhealed for lack of St. Jacob's Oil, while no more innocent babies be brought to life with Nestle's Baby Food?

A. B. TAYNTON.

HARRISON & SON'S

ADVERTISING OFFICES,

22 Paternoster Row, London, England,

Undertake contracts for advertising American firms in all European publications.

References given to leading American advertisers.

Advertisements written, designed and placed on best terms.

Agencies arranged in London, Paris or Berlin.

CORRESPONDENCE INVITED.



THE SOUTH "AM BOOMIN"

Bountiful Cotton—the greatest crop this year ever known, over 9,000,000 bales—bestows a prosperity throughout the South which shrewd advertisers can turn to immense profit by taking advantage of our

SPECIAL SOUTHERN SERVICE

in permanent out-door display advertising.

Expert workmen now in the field commanding all points of advantage in the Southern States.

THE R. J. GUNNING CO.,

Display Advertisers,

Write for estimates. Gunning Building, Chicago.



OATH



COMFORT



TWELVE HUNDRED THOUSAND



Over Twelve Hundred Thousand under Oath—Comfort.

Comfort has the largest guaranteed circulation in America, and if you put it in Comfort it pays. It is the Household God of the mighty middle classes—North, East, South, West. Its success is without precedent, and its price, 25 cents per year, is the marvel of the age.

Space of agents or of us direct. **THE GANNETT & MORSE CONCERN**, Publishers, Augusta, Maine. Boston Office, 228 Devonshire Street. New York Office, Tribune Building, Henry Bright, Representative.

The Price of Silver

has been made the subject of consideration by an international Congress. Its failure to accomplish anything definite indicates that the laws of supply and demand cannot be artificially interfered with by such methods. There is, however, a method of stimulating demand open to all business men—newspaper advertising. An intelligent use of printers' ink creates a steady, healthful demand, provided there is merit in the goods advertised. When nations consult together on such subjects, is it not time that business men should carefully weigh the problems that have so important a bearing upon their financial success?

If you wish to advertise anything anywhere
at any time write to

The Geo. P. Rowell Advertising Co.,

10 SPRUCE ST.,

NEW YORK.

We are newspaper advertising agents with a long experience and commanding the services of experts in the various departments of our business. We can save the business man all the trouble and annoyance incidental to placing advertising in hundreds of papers and save him money in the bargain. If advertising has not paid you in the past as it should, perhaps there may be some unsuspected leaks. At all events, it will cost you nothing to talk the matter over with us. An orator has said that "eternal vigilance is the price of liberty." In business, it is also

The Price of Success

January 16

is a
Mighty
Important
Date

and for this reason:

The publishers of the AMERICAN NEWSPAPER DIRECTORY have for years made to publishers the promise that every publisher, who knows and will tell, may have his own statement of the circulation of his paper printed in the Directory, provided he sends it in before January 16th, and that it shall not cost him a cent to be rated correctly.

From a publisher unable or unwilling to furnish a statement of the actual number of complete copies printed of each separate issue for a full year, but able to state that no issue has been smaller than a number specified, that statement is deemed and accepted as a satisfactory report.

For the purpose of testing the sincerity of charges that statements properly signed and dated have not always received credence, the publishers of the Directory have for years offered a reward of \$25 for every such case brought to light. The only demand for the reward that has ever been sustained is a case which resulted from the dropping out of a figure from a page form in lifting after its last revision.

The publishers of the AMERICAN NEWSPAPER DIRECTORY have for five years guaranteed the circulation of all newspapers rated in accordance with a statement emanating from the office of publication, and have paid a reward of one hundred dollars for every case where such a rating has been proved false.

The reward has been paid only five times.

- In 1888, in case of Waukegan (Ill.) *Gazette*.
- In 1889, in case of Madison (Wis.) *Skandinavisk Tribune*.
- In 1891, in case of Prospect (Ohio) *Advance*.
- In 1892, in case of St. Louis (Mo.) *Anzeiger des Westens*.
- In 1892, in case of Atlanta (Ga.) *Dixie Doctor*.

The AMERICAN NEWSPAPER DIRECTORY for 1893—twenty-fifth year; World's Fair edition—will be issued in April next.

Subscription price \$5.00, and every subscription carries with it a paid subscription to PRINTERS' INK—John Wanamaker to the contrary notwithstanding.

Address orders to

GEO. P. ROWELL & CO., Publishers,

10 Spruce St., New York.



- - THE - -

CLEVELAND PRESS

- SELLS OVER -

60,000 Copies Daily.

C. J. BILLSON,
86 & 87 Tribune Building,
NEW YORK CITY.

CARLETON & KISSAM.

Our service is absolutely the best and is not approached by any one. Send for folders, rates, "Little Book," &c.

STREET
CAR

Our series of offices, system of constant inspection, method of conducting business, appearance of cars is "peculiar to itself."

ADVERTISING

Street car advertising is a winner, as it gives largest and best display and circulation for the least money. But you want it placed RELIABLY.



7000
FULL TIME
CARS

Advertisers are placing business more and more DIRECT than before, as our method of handling orders, responsibility, &c., is known.

IN PRINCIPAL CITIES OF THE U.S.

We are not only the largest but the ONLY concern who handle business with our OWN MEN, thereby insuring perfect and reliable service everywhere.

PRINCIPAL OFFICES
50 BROMFIELD ST.
BOSTON.
—
198 & 199
TIMES BLD'G
NEW YORK.


We only have business relations with concerns who sell "FULL-TIME" cars, and who are reliable.


120 MILES OF SPACE.

"All Down But One."

"CIRCULATION FIGURES" are intangible things except when they are backed up with the statements of actual sales, as is our unique custom; but advertising figures are of such a nature that the whole world may read and prove them—the evidence is in sight.

The holiday season is the advertising season, and the advertising columns of every paper very closely and accurately reflect the opinion in which it is held and the rank that is assigned to it by the shrewd advertising class as a channel of communication with the people whom they seek to secure as their customers. For the eight closing and busiest days of the holiday shopping carnival of 1892 the relative standing of the three leading daily newspapers of New York is shown in the appended table.

THESE ARE THE FIGURES,

Showing the Number of Columns of Advertising Published
by the Three Leaders Each Day for the Past Eight Days.

	World.	Recorder.	Herald.
December 18	149½	117	130
December 19	36½	25½	25½
December 20	43½	30	32½
December 21	43½	33½	31½
December 22	42½	31½	29½
December 23	34½	27	24½
December 24	32	30½	20½
December 25	69½	61½	54½
Totals	451½	357½	348½

With a single exception the *Herald* has never before been led as to the amount of its advertising for eight days, and that one exception was not made by a paper less than two years old, but by a veteran daily that had been in the journalistic field for over thirty years.

And the limit of *The Recorder's* growth is not nearly reached yet; it is not even in sight. Between now and the spring of 1893 it will more than once print a larger amount of legitimate advertising than any other newspaper in the United States.

"EXCELSIOR" is not now a "strange device" on *The Recorder's* banner. It has kept going higher from the start, and it is now its confirmed habit.

CAN PRINTERS' INK Have a hearing?

The Case of Printers' Ink IN THE U. S. Courts.

THE COMPLAINT.

CIRCUIT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK.

GEORGE P. ROWELL }
against
CORNELIUS VAN COTT. }

To the Honorable the Judges of the Circuit Court of the United States for the Southern District of New York:

GEORGE P. ROWELL, of the City and State of New York, and a citizen of said State, brings this, his bill of complaint, against Cornelius Van Cott, of the same city and a citizen of said State of New York.

And thereupon your orator complains and says:

First: That he is and has been for more than a year last past the proprietor and publisher of the publication known as **PRINTERS' INK**, which is and has been since July 15, 1888, regularly and continuously issued before January 1, 1890, once each fortnight, and since that date once each week.

Second: That each edition during said period has borne a date of issue and the same have been and are being numbered consecutively.

Third: That said publication has been during said period and is being issued from a known office of publication, to wit: the office of George P. Rowell & Co., at No. 10 Spruce street, New York City.

Fourth: That said publication is and has been during said period formed of printed paper sheets without substantial binding.

Fifth: That it was originated and is and always has been published for the dissemination of information of a public character and devoted to the special industry of the advertising trade, and is recognized as the principal organ of that trade; that it is styled "A Journal for Advertisers," and it has been and is the aim of the publisher to make it the best paper of the class.

Sixth: That it has now and for more than four years last past has had a legitimate list of subscribers, having had during the year 1892 at no time less than forty thousand legitimate subscribers, for cash or its equivalent, or as exchange subscribers in the manner customary among newspapers.

Seventh: That the publication was not and is not designed primarily for advertising purposes, nor for free circulation, nor for circulation at nominal rates.

Eighth: That in the respects above named, and in all others, the publication has,

at all times during the year 1892, as well as previously, strictly conformed to all the conditions and requirements of Section 14 of Chapter 180 of the Act of Congress of March 3, 1879 (20 Stats., 359), and to all other laws or lawful regulations, and your orator, as publisher of said **PRINTERS' INK**, has on his part complied with all the requirements of the laws and regulations prescribing the terms upon which a publication shall be entitled to transmission through the mails as second-class matter, upon prepayment of postage at the rate of one cent per pound.

Ninth: That the defendant is, and has been for more than a year last past, the Postmaster of said New York City, and as such, by reason of the premises, it became and was his duty, at all times hitherto during the year 1892, to receive said publication when tendered for such transmission through the United States mails, upon prepayment to him of said rate of postage of one cent per pound.

Tenth: That on or about January 9th, 1892, the defendant gave notice to your orator that the said publication would not be thereafter received for transmission through the mails at said second-class rate of postage, but that payment of postage at the rate of one cent for each copy of the publication would be required, and though then, and upon frequent occasions since, your orator demanded of the defendant that he receive said **PRINTERS' INK** for transmission through the mails upon payment of said rate of one cent per pound, the defendant has refused and still refuses so to do, and has at all times since January 9, 1892, exacted and still continues to exact prepayment at the rate of one cent per copy of the paper, as a condition of such transmission.

Eleventh: That your orator has each week since January 9, 1892, tendered to said defendant for transmission through the mails the regular edition of said **PRINTERS' INK**, in all respects as aforesaid conforming to the laws and regulations entitling it to such transmission on payment of one cent per pound; but your orator has been compelled to pay, and under protest has paid each week, in order to obtain such transmission, the illegal rate of one cent for each copy, aggregating—including the edition of December 7, 1892—the sum of twenty-two thousand one hundred and twenty-nine dollars and ninety-six cents.

Twelfth: That at the lawful rate of one cent per pound, the postage on said editions so offered for transmission through the mails would have only amounted to about the sum of \$2,155.38.

Thirteenth: That the defendant therefore has wrongfully and illegally exacted from your orator since January 9, 1892, the sum of \$19,974.68, repayment of which to your orator has been demanded and refused before the commencement of this action.

Fourteenth: That the edition to be mailed on December 14, 1892, is already printed, and consists of 47,525 copies, the postage on which, at one cent each, will amount to \$475.25, while at one cent per pound it would only amount to about \$52.55.

Fifteenth: That the defendant has informed your orator that he shall continue to require the payment of said illegal sum of one cent per copy on each edition as a condition of admitting the same to the mails, and your orator is afraid that he will do so unless restrained by order of this court.

Sixteenth: That, as your orator is informed and believes, the moneys paid by him to the defendant from August 24, 1892, to this date for mailing said publication as aforesaid, and amounting to the sum of \$7,760.00, are

still in the hands and possession of the defendant, and have not been turned over to the government; that the legal rate of postage on said publication during the same period was the sum of \$702.44 only—leaving the sum of \$6,967.56 illegally exacted from your orator by the defendant since August 24, 1892, and still in his hands.

Seventeenth: That your orator will suffer irreparable injury if the defendant is allowed to retain said moneys mentioned in paragraph 16 hereof, or to turn the same over to the government or otherwise dispose of them, because if the same be turned over to the government your orator would be put either to the great expense and delay of an application to the Court of Claims in Washington, or to the greater delay and expense of making an application to Congress for relief; that unless said order is made to deposit the money in court your orator may, if successful in this action, still never be able to obtain that part of the fruits of success.

Eighteenth: That unless the defendant is restrained, pending the trial of this action, from demanding a larger sum than one cent per pound as a condition of transmission of said PRINTERS' INK through the mails, an irreparable injury will be done to your orator, by ruining the value of said publication and eventually compelling its discontinuance. That if your orator is not compelled to pay the enormous charges illegally exacted for transmission of the publication through the mails, the paper is of great value. Prior to January 9, 1892, when said illegal exactions commenced, it was producing a handsome profit to your orator, and it was estimated, from experience and from the business already received, that a profit of several thousand dollars would be made upon the publication during the year 1892, which estimate would have been justified by the results, had your orator been charged the legal rate of postage only. On account of said illegal exactions, the paper has been conducted at a loss.

Although of great value, if allowed transmission through the mails at the legal rate of postage, the publication is of no value if the present illegal exactions are allowed to continue.

Forasmuch as your orator can have no adequate relief except in this court, and to the end that he may obtain the relief to which he is justly entitled, he prays your Honors to grant him due process, by subpoena, directed to the defendant, Cornelius Van Cott, commanding him, on a certain day, to appear and answer under oath the several allegations of the foregoing bill.

And your orator further prays that the defendant may be ordered and decreed to account for and pay over the said sum of \$22,129.96, paid to him by your orator as aforesaid since January 9, 1892, less the legal postage of one cent per pound of each edition.

And your orator further prays for a final decree enjoining and restraining the defendant, his clerks, agents, servants, and his and their successors, from requiring, as a condition of the transmission through the mails of said PRINTERS' INK a larger rate of postage than one cent per pound, and requiring him and them to receive it as second-class matter for transmission through the United States mails on payment of postage at that rate.

And that your Honors will require the defendant to immediately pay into court the sum of \$6,967.56, alleged in paragraph 16 of this complaint to be now in the defendant's possession, from the moneys illegally exacted from your orator, the same to await the result of this suit, to the end that, upon final decree,

in your orator's favor, it can be applied in part payment of the amount found to be due him, and that your Honors also enjoin the defendant from turning over to the government or in any other way disposing of said moneys now in his hands, except by payment into court, until further order.

And that your Honors will grant a temporary injunction restraining the defendant, pending the trial and decision hereof, from demanding a larger sum than one cent per pound as postage or otherwise upon said PRINTERS' INK, as a condition of its being allowed transmission through the mails, and requiring said defendant to receive it for such transmission upon payment of postage at that rate.

And your orator further prays that he may be granted such other and further relief, including the issuance of the writ of mandamus, as may be just and equitable.

PHILIP CARPENTER,
Of Counsel for Complainant.

CARPENTER & HASSETT,
Solicitors for Complainant.

CITY AND COUNTY OF NEW YORK, ss.:

GEORGE P. ROWELL, being duly sworn, says that he is the plaintiff herein; that the foregoing complaint is true of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters that he believes it to be true.

GEORGE P. ROWELL.

Sworn to before me December 12, 1892.

FRANCIS OSBORN,

Notary Public, Kings County.

Certificate filed in New York County.

A STATEMENT OF FACTS

CIRCUIT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK.

GEORGE P. ROWELL }

against

CORNELIUS VAN COTT. }

SOUTHERN DISTRICT OF NEW YORK, ss.:

GEORGE P. ROWELL, being duly sworn, says:

I am the complainant and am the proprietor and publisher of PRINTERS' INK, and have been for more than a year last past, and before I became the sole proprietor I was one of its publishers from its commencement in July, 1888.

The facts stated in my complaint are true. The sources of my information and grounds of my belief, as stated in paragraph 16th of the complaint, that the sum of \$7,760, which I have paid the defendant since August 24th, 1892, is still in his hands and has not been turned over to the Government, are the fact that the weekly sums aggregating that amount have been paid under protest and under an arrangement whereby the excess of third-class rates over second-class rates is to be refunded in case it should ever be determined that the publication was entitled to second-class rates, and I have received no notice that the money so paid since August 24th has been turned over to the Government, while in similar circumstances previously I have received such notice when it was turned over.

During the year 1892 the paper would have produced a profit to me of about \$16,000 had it not been charged third-class rates of one cent per each copy, instead of the second-class rates, to which it is entitled, of one cent per pound. This statement is based upon the

business actually done during the year. As a matter of fact, the loss by reason of the illegal exactions of postage has been much greater. Many advertisers who would otherwise have made valuable contracts have been deterred from so doing by the fact that the paper was not allowed to circulate in the second-class, having been led from that fact to believe that the publication of the paper would soon cease. I believe that the loss from this source alone during the year would exceed \$10,000.

It is true that the publication of the paper cannot continue permanently if I am compelled to pay from \$400 to \$500 each week, as I have for the past year, in addition to the legal rate of postage and in addition to what other similar publications are required to pay.

The paper has been conducted at an actual loss this year of about \$4,000 by reason of the enormous sums required for extra postage. It paid a profit during the year 1891 of about \$2,000 above all expenses.

The publication, if admitted to the mails at the legal rate of postage, one cent per pound, is worth, as I estimate it, at least \$100,000. As it would have netted this year \$16,000 to \$26,000, I consider my estimate of its value a very conservative one. If, on the other hand, the illegal exactions of third-class rates are to continue the paper is of no value whatever.

Further than that, the discontinuance of the publication would involve the publishers in serious loss, amounting to many thousand dollars, to adjust the rights of advertisers and subscribers already acquired by them.

Contracts with advertisers are in existence, amounting to between \$30,000 and \$40,000, running from one to four years. The publisher would be liable for breach of these contracts in case the paper is compelled by the action of the defendant to suspend publication. In addition to this would be the claims of many thousand subscribers, all of whose subscriptions have been paid in advance.

I submit herewith a copy of the last issue of the paper, dated December 7th, 1892.

The advertising space on the first page has been sold for the year 1893 for \$7,800. The advertising space on the second page has been sold for the year 1893 for \$6,500. This issue of the paper is a fair sample of the issues for the year.

PRINTERS' INK is the organ of the advertising business and is recognized as a leader among the nearly 5,000 class newspaper publications in the United States, its subscription list being exceeded by no more than two or three, if, in fact, it does not exceed them all.

During the year many thousand editorial notices have appeared in the leading papers of America to the effect that PRINTERS' INK is a valuable newspaper and is entitled to circulate in the United States mails at the rate allowed to other newspapers. In addition to the editorial notices I have received during the year many thousands of letters to the same effect, among them I need only refer to one, that of the Hon. James S. Clarkson, for a long time First Assistant Postmaster-General, who says:

"In my judgment PRINTERS' INK is entitled to circulation in the U. S. mails as second-class matter.

"The fact that nearly all the papers in the country defend its right to these privileges is an added and very strong reason in support of my view. The newspaper, both from self-interest and a sense of public duty, vigilantly guards the mails from its burden of unworthy matter, and are always sensitive besides to the privileges accorded by the Government to legitimate publications.

"In my opinion they are right as to PRINTERS' INK."

On page 781 of the issue of December 7th, submitted herewith, will be found an autograph interview with the Hon. Thomas L. James, for some time Postmaster-General, who says, among other things, speaking of PRINTERS' INK:

"In my opinion there is no reason under the law why it should not be admitted to the privileges of second-class matter."

I have been in the printing, publishing and advertising business for 35 years, during which time I have paid the Government over a quarter of a million of dollars for postage. I am and have been familiar with the classification of mail matter as construed by the Post-Office authorities and have been careful in the case of PRINTERS' INK to conform to established usage.

It is entitled to circulation in the second class of mail matter.

GEORGE P. ROWELL.

Sworn to before me December 13th, 1892.

FRANCIS OSBORN,

Notary Public,

Kings County,

Certificate filed in New York County.

TEMPORARY INJUNCTION.

CIRCUIT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK.

GEORGE P. ROWELL, }
against
CORNELIUS VAN COTT. }

On the complaint filed herein on December 13th, 1892, on the affidavit of George P. Rowell, verified December 13th, 1892, and the papers therein referred to, it is

Ordered, That the defendant, Cornelius Van Cott, show cause before said Circuit Court at a stated term thereof to be held at Chambers, in the Post-Office Building, in the City and County of New York, on December 16, 1892, at 11 o'clock in the forenoon, why he should not be required to pay into Court the sum of \$6,967.56, alleged in said complaint to have been illegally exacted from the orator since August 24th, 1892, and to be now in the defendant's possession, and why he should not be enjoined from otherwise disposing of said moneys, and why, upon proper security being furnished, a preliminary injunction should not be granted, restraining the defendant, pending the trial and decision of the action, from demanding a larger sum than one cent per pound as postage or otherwise upon the publication called PRINTERS' INK as a condition of its being allowed transmission through the mails, and why the defendant should not be required to receive said publication for transmission on payment of postage at that rate, and why the orator should not have such other and further relief as may be just.

And in the meantime and until service of notice of entry of an order on this motion, the defendant is enjoined from turning over to the United States Government or to any department or official thereof, or from in any other way disposing of the said sum of \$6,967.56, alleged to be in his hands.

Service hereof on December 14th, 1892, shall be sufficient.

E. HENRY LACOMBE, Judge.

Dated December 14th, 1892.

DISTRICT ATTORNEY SAYS THE COURT HAS NO JURISDICTION.

U. S. CIRCUIT COURT,
SOUTHERN DISTRICT OF NEW YORK.

GEORGE P. ROWELL

vs.

CORNELIUS VAN COTT.

*Memorandum on
motion of Dept. to
vacate restraining
order.*

BRIEF.

A certain publication called **PRINTERS' INK** was determined by the Post-Office Department on or about the 24th of June, 1892, to be mail matter of the third-class, and therefore to require postage at the rate of one cent a copy. This determination of the department was reached after due deliberation, and after the publisher had been heard. In August, 1892, in consequence of certain representations made by the publisher to the First Assistant Postmaster at New York that **PRINTERS' INK** was properly second-class mail matter, a temporary permit was issued to the publisher allowing that the publication be transmitted as second-class mail matter upon the deposit of third-class rates—the excess to be returned if the fact should be proved to the satisfaction of the department that the publication was entitled to the rates accorded to second-class mail matter. This temporary permit was issued in accordance with the provision of law in paragraph 3 of section 333 of the Postal Regulations. The publisher does not appear to have satisfied the department that **PRINTERS' INK** is second-class mail matter, but brings this bill in equity against the Postmaster at the city of New York for relief.

The issue of fact in the case, which appears on the fact of the bill, is whether, under the law, the publication is entitled to admission to the mails at one cent per copy, or one cent per pound, the plaintiff claiming that the proper rate is one cent per pound, while the department has exacted one cent per copy.

The publisher, George P. Rowell, in his bill asks for the following relief:

- (1) The payment of \$19,974.58.
- (2) An injunction restraining said postmaster from requiring more than one cent per pound as postage on said publication.
- (3) An injunction requiring said postmaster to receive said publication as second-class mail matter upon the payment of one cent per pound as postage.
- (4) Immediate payment into court of \$6,967.56.
- (5) An injunction restraining said postmaster from making any other disposition of said sum of \$6,967.56.
- (6) A temporary injunction similar to No. 2, pending the trial herein.
- (7) A temporary injunction similar to No. 3, pending the trial herein.
- (8) Such other and further relief, "including the issuance of the writ of mandamus, as may be just and equitable."

In short, the relief asked for by the bill is the payment of money, and the issuance of a writ of mandamus to the postmaster, which writ is to be supplemented by an injunction restraining him from doing the opposite of what the mandamus requires.

An order herein was issued on the 14th of December, 1892, requiring the defendant to show cause on the 16th of December why the temporary relief asked for in the bill should not be granted, and why the sum of \$6,967.56

should not be paid into court, and why the defendant should not be enjoined from other disposition of said sum.

The bill in equity cannot be entertained in this court for the following reasons:

FIRST POINT.—The United States Circuit Court has no jurisdiction to issue a writ of mandamus except to enforce a judgment rendered. This is settled by abundant authority including a decision in this circuit in a case precisely like the case at bar.

United States ex rel. Seeger vs. Pearson, 32 Fed. Rep., 309, citing McIntire vs. Wood, 7 Cranch, 504; McClung vs. Silliman, 6 Wheat., 598; Bath Co. vs. Amy, 13 Wall., 244; Graham vs. Norton, 15 Wall., 427; County of Greene vs. Daniel, 105 U. S., 187; Davenport vs. County of Dodge, 105 U. S., 237; Rosenbaum vs. Board, 28 Fed. Rep., 223; United States vs. Smallwood, 1 Chi. Leg. N., 321.

SECOND POINT.—But even if this court had power to issue a writ of mandamus, such a writ could not be issued to an executive officer requiring him to perform an act which is dependent upon his discretion.

Garrick vs. Lamar, 116 U. S., 423, citing Dacatur vs. Paulding, 14 Peters, 497-9; United States vs. Guthrie, 17 How., 284; United States vs. The Commissioner, 3 Wall., 563; Litchfield vs. Register and Receiver, 9 Wall., 575-577.

THIRD POINT.—Nor is the rule as to restraining orders addressed to executive officers different from that regarding writs of mandamus. There can be no interference by the courts to control the decision of executive officers in matters which lie in their discretion. This is decided by numerous cases, among them the case of the Commissioner of Patents vs. Whiteley, 4 Wall., 552, in which the Court said: "The interference of the courts with the performance of the ordinary duties of the executive departments would be productive of nothing but mischief, and we are quite satisfied that such a power was never intended to be given to them."

In the case of *Gaines vs. Thompson*, 7 Wall., 347, Mr. Justice Miller, after citing the last named case with approval, says, on pages 339 and 353, as follows:

"Certain powers and duties are confided to those officers, and to them alone, and however the courts may, in ascertaining the rights of parties in suits properly before them, pass upon the legality of their acts, after the matter has once passed beyond their control, there exists no power in the courts, by any of its processes, to act upon the officer so as to interfere with the exercise of that judgment while the matter is properly before him for action. The reason for this is, that the law reposes this discretion in him for that occasion, and not in the courts. The doctrine, therefore, is as applicable to the writs of injunction as it is to the writ of mandamus."

"In the one case the officer is required to abandon his right to exercise his personal judgment, and to substitute that of the Court, by performing the act as it commands. In the other he is forbidden to do the act which his judgment and discretion tell him should be done. There can be no difference in the principle which forbids interference with the duties of these officers, whether it be by writ of mandamus or injunction."

The same point has been passed upon in this very court in the case of the *Western Union Telegraph Co. vs. The Mayor*, 38 Fed. Rep., 552. Says Judge Wallace, in his opinion at page 561:

"However the fact may be, the defendants are not acting *mala fide*, and as they are exer-

cising discretionary powers as public officers, which are lawful within the scope of their authority, the exercise of that discretion in good faith will not be reviewed by a court of equity, and their determination is conclusive. The well-settled doctrine concerning the exercise of duties by public officers is that, so long as they confine themselves to such as are confided to them by law, the court will not interfere to see whether they are acting wisely or judiciously. *Gaines vs. Thompson*, 7 Wall., 347; *Phillips vs. Wickham*, 1 Paige, 500; *High. Inj. Sec. 1240*; 2 *Story, Eq. Jur.* (13th Ed.) Sec. 935.

These decisions have no room for doubt as to the law applicable to the case at bar.

FOURTH POINT.—The mere suggestion that irreparable injury will be done to the plaintiff unless equity interfere in his behalf, without specific allegations of facts, cannot be sufficient to sustain this bill; and furthermore the ample solvency of the Post-Office Department forces the conclusion that if the plaintiff is legally entitled to the money which he demands he should sue for it in a court of law. Therefore, since equity will grant neither injunction nor mandamus in such a case as this, the bill must be dismissed, for equity will not entertain a suit for money in which adequate relief may be had at law.

In this point, in addition to the enactment of Congress (R. S., Sec. 723), there are numerous decisions.

Says Mr. Justice Swayne, in delivering the opinion of the court in *Oelrichs vs. Spain*, 15 Wall., 211, at page 227:

"It has been insisted by the counsel for the appellants that there is a complete remedy at law, and that the bill must, therefore, be dismissed. Such must be the consequence if the objection is well taken. In the jurisprudence of the United States this objection is regarded as jurisdictional and may be enforced by the court *sua sponte*, though not raised by the pleadings nor suggested by counsel.

"The 16th section of the Judiciary Act of 1789 provides 'that suits in equity shall not be sustained in any case where plain, adequate and complete remedy can be had at law;' but this is merely declaratory of the pre-existing rule, and does not apply where the remedy is not 'plain, adequate and complete,' or, in other words, 'where it is not as practical and efficient to the ends of justice, and to its prompt administration as the remedy in equity.'" And he cites as authority:

Parker vs. Winnipissogee Co., 2 Black, 551; *Graves vs. Boston Co.*, 2 Cranch., 419; *Fowle vs. Laurdson*, 5 Peters, 495; *Dade vs. Irwin*, 2 How., 383; *Boyce vs. Grundy*, 3 Peters, 215.

He then goes on to say:

"Where the remedy at law is of this character the party seeking redress must pursue it. In such cases the adverse party has a constitutional right to a trial of the issues of fact by a jury," and cites as authority:

Hipp vs. Baben, 19 How., 278.

In fact, the authorities are all one way on this point and hold unanimously that if there is a remedy at law it should not be sought in equity.

Mills vs. Knapp, 30 Fed. Rep., 592, 595; *Whitehead vs. Shattuck*, 138 U. S., 146, 151.

FIFTH POINT.—Though the determination may rest with the postmaster as to temporarily admitting a publication at second-class rates, it is clear that the final determination of the question belongs to the Post-Office Department under Section 333 of the Postal Regulations.

"2. If satisfied by the affidavit" (of the publisher) "the publication itself, and further

proofs offered, that the publication is admissible, he will issue a temporary permit, on a form to be furnished by the department, admitting the publication at the pound rates pending the determination of the department as to its admissibility.

"3. If upon such evidence the admissibility appear to be doubtful, he shall require a deposit at third-class rates on the issue offered for mailing, and issue a permit admitting the publication conditionally, pending determination, the excess of the deposit over the pound rate to be refunded if the department shall decide that the publisher is entitled to the pound rates.

"4. If satisfied of non-admissibility, he will refuse to admit, except at third-class rates, advising the publisher to appeal to the Department.

"5. In all cases he will forward to the Third Assistant Postmaster-General, in the same envelope, the application, affidavit and other proofs presented by the publisher with a copy of the publication and a statement of any facts or reasons known to him for or against the admission sought, retaining one copy of the publication to be kept in his office for such comparison with future issues as may be necessary." Postal Regulations, Section 333, title, "Application for Admission to the Pound Rates."

We also find in the same regulations, Section 334, title, "Entry of Second-class Publications," the following:

"The Third Assistant Postmaster-General finally decides upon the admissibility of publications to the pound rate in all cases."

These regulations clearly show that in the discrimination between second and third-class mail matter the Postmaster is subordinate to the ruling of the Department. And this is also true as to the disposition to be made of funds derived from postage, to which matter a part of this bill in equity relates. On this point there is a specific enactment of Congress, Section 407, R. S., which says: "The postal revenues and all debts due to the Post-Office Department shall, when collected, be paid into the Treasury of the United States, under the direction of the Postmaster-General." And Section 408, R. S., further provides that "all deposits on account of the postal service shall be brought into the Treasury by warrants of the Postmaster-General."

It therefore seems perfectly obvious that in all matters to which this bill relates the Postmaster-General is the party in authority, and the only party of whom the plaintiff should seek redress, if he is in fact entitled to any.

Western Star Lodge No. 2 vs. Schminke, 4 McCrary 366.

SIXTH POINT.—As the bill cannot be sustained in equity, for the several reasons given, the restraining order should be vacated.

EDWARD MITCHELL,
U. S. Att'y.

Dec. 27, 1892.

MR. CARPENTER'S REPLY.

UNITED STATES CIRCUIT COURT.

GEORGE P. ROWELL }
against }
CORNELIUS VAN COTT. }

Memorandum for Plaintiff.

The District Attorney raises a preliminary objection to the moving papers in the nature of a demurrer to the Bill (and affidavit), for want of equity.

The facts alleged in the Bill and affidavit are to be taken as true in considering the objection, and the sole question now before the Court is whether it has equitable jurisdiction to give the plaintiff the relief he seeks.

The undisputed facts, therefore, upon this motion are these:

(1) The plaintiff has been for some time the publisher of **PRINTERS' INK**, which has, during the past year, strictly conformed to all the conditions and requirements of the law (20 Stat., 359) to allow it to circulate through the mails as second-class matter. (Bill, pars. 1-8).

(2) The defendant has been Postmaster of New York City for the past year, and it was his duty, under the law, to receive the paper for transmission through the mails, upon payment of the second-class rate of one cent per pound. (Bill, par. 9).

(3) Since January 9, 1892, the defendant has illegally exacted, and continues to exact, the payment of one cent per copy upon said paper. The sums so illegally exacted amounted, on December 12th, to \$19,974.58. (Bill, pars. 10-13).

(4) The illegal exaction amounts to between \$400 and \$500 a week, and the defendant threatens to continue such illegal exaction. (Bill, 14-15).

(5) About \$7,000, so illegally exacted by the defendant, are still in the defendant's hands.

(6) The plaintiff will suffer irreparable injury if the defendant is allowed to turn said \$7,000 over to the Government. (Bill, 17).

(7) The plaintiff will also suffer irreparable injury unless the defendant is restrained, pending the trial of this action, from continuing the illegal action mentioned. His paper will be ruined and compelled to discontinue. Before January 9th, when the illegal exactions commenced, it was producing a handsome profit (\$9,000 a year above expenses, Aff. fol. 4) and would, during the current year, have produced a profit of from \$16,000 to \$26,000 (Aff. fols. 3 and 4) if only the legal postage had been charged. The publication is of great value (at least \$100,000, Aff. fol. 5) in the one case, and of no value in the other. (Bill, 18).

(8) The publication cannot continue if the plaintiff is compelled to pay from \$400 to \$500, in addition to the legal postage, and in addition to what other similar publications are required to pay. It was conducted at an actual loss the past year of about \$4,000, by reason of the illegal exactions of postage (Aff. fol. 4.) The discontinuance would involve the publishers in serious loss, amounting to many thousand dollars, for breaches of contract with advertisers—amounting to \$30,000 or \$40,000—and with many thousand subscribers. (Aff. fols. 5 and 6).

(9) **PRINTERS' INK** is the organ of the advertising business and recognized as a leader among the nearly 5,000 class publications in the United States. (Aff. fol. 6.) It is considered entitled to the second-class by the newspaper publishers of the country, and by the many other people interested in the subject, including an ex-Postmaster-General and an ex-First Assistant Postmaster-General (Aff. fols. 7-9), and Mr. Rowell himself, with an experience of 35 years, and familiar with the classification of mail matter, declares positively (fol. 10) that "it is entitled to circulation in the second-class of mail matter."

It appears conclusively from the papers, therefore, that the paper has an absolute right to second-class rates, and that the defendant's action in excluding it is entirely unwarranted, illegal and arbitrary. Upon the

facts as they appear the Postmaster had a merely ministerial duty to perform. Just as ministerial a duty as he has to accept an ordinary letter at two cents an ounce.

A query, as to the jurisdiction, was aptly addressed by the Court to the District Attorney on the argument: "Would not the Court have jurisdiction to give relief to a person whom the Postmaster charged five cents an ounce upon his letters instead of the legal two cents?" First: The general jurisdiction of the Circuit Courts over this subject is stated in Subd. 4, of Sec. 629 of the Revised Statutes:

They have jurisdiction "of all causes arising under the postal laws."

And under R. S. 716, can issue all writs "which may be necessary for the exercise of their respective jurisdictions and agreeable to the usages and principles of law."

The equitable jurisdiction of the Court attaches because there is no adequate and complete remedy at law.

Equitable relief is necessary:

1. To prevent the irreparable injury which will be inflicted upon the plaintiff, unless an injunction is granted, restraining the defendant from illegally exacting from the plaintiff over \$20,000 a year, and from thereby ruining a property worth at least \$100,000, and causing a loss to the plaintiff of many thousand dollars besides.

2. To prevent a multiplicity of suits at law. A leading case upon this subject of equitable jurisdiction is *Osborn vs. U. S. Bank*, 9 Wheat., 737. Chief Justice Marshall rendered an elaborate opinion. The part relating to this question is found on pages 838-845. There a State officer sought—here a United States officer seeks—to illegally exact moneys from a plaintiff, which, if continued, would totally destroy the plaintiff's privileges. There, there was a question as to the jurisdiction of the Court to enjoin a State officer; here, the jurisdiction is given in express terms. The arguments in that case, therefore, apply *a fortiori* in this. The Court sustained the equitable jurisdiction to enjoin the destruction of a privilege; but it was not pretended there, as it is not here, that an action at law could not be maintained to recover past exactions, but the Court says (page 842):

"The single act of levying the tax, in the first instance, is the cause of an action at law; but that affords a remedy only for the single act, and is not equal to the remedy in chancery, which prevents its repetition, and protects the privilege. The same conservative principle, which induces the Court to interpose its authority for the protection of exclusive privileges, to prevent the commission of waste, even in some cases of trespass, and in many cases of destruction will, we think, apply to this."

The Court there also answers the point, made upon the argument of this motion, that the Postmaster was not the proper defendant; that he was simply carrying out instructions from the Government at Washington. (There was no evidence of this, and, of course, the Court will not take judicial notice of it, especially as on the face of the papers the Postmaster is himself doing a mere arbitrary, unauthorized act.)

The Court says, on page 843: "The appellants acknowledge that an action at law would lie against the agent, in which full compensation ought to be made for the injury. Why may it not restrain him from the commission of a wrong which it would punish him for committing? If the party before the Court would be responsible for the whole injury, why may he not be restrained from its

commission if no other party can be brought before the Court?"

"The remedy for the injury would be against the agent only; and what agent could make compensation for such an injury? The remedy would have nothing real in it. It would be a remedy in name only, not in substance. This alone would, in our opinion, be a sufficient reason for a court of equity; the injury would, in fact, be irreparable; and the cases are innumerable in which injunctions are awarded on this ground."

The case of *Cummings vs. The National Bank*, 101 R. S., 153, is one of the many authorities sustaining the equitable jurisdiction of the Court in a case like the present one. On page 157, the Court enunciates the familiar doctrine, "to prevent multiplicity of suits equity may interfere." They also say:

"Here there can be no doubt that the remedy by injunction against an illegal tax, expressly granted by the Statute, is to be enforced, and can only be appropriately enforced on the equity side of the Court."

The books are full of authorities to the effect that equitable relief should be granted in a case like the present one. It seems unnecessary at this time to further refer to them.

The legal grounds upon which the Bill proceeds are elementary. An irreparable injury will be done to the plaintiff if these exactions continue. His property will be entirely destroyed and no adequate remedy, indeed no remedy at all, exists at law. He can, it is true, bring a suit at law to recover the moneys already paid, in excess of the legal rate, and he can bring a suit each week to recover the sums illegally exacted each week; but, aside from the ground of equitable intervention to avoid a multiplicity of suits, the responsibility of the persons who, from time to time, happen to be postmasters, is to be considered. The language of the Court in *Osborn vs. U. S. Bank*, above quoted, is very pertinent. "What agent could make compensation for such an injury? The remedy would have nothing real in it. It would be a remedy in name only."

What advantage would it beto the plaintiff, after his publication has been ruined and compelled to discontinue—driven out of business—to be told that he has a perfect remedy at law to sue for the money illegally taken from him? Such a suit would not bring back to life his publication, nor give him any damages for its destruction. If the prayer of this bill be granted, however, the remedy will be ample and complete.

Although a suit at law could be maintained for the past damages, still, as the Court has equitable jurisdiction upon two grounds (or at least one)—to prevent irreparable injury to the plaintiff, or to prevent a multiplicity of suits—it will take jurisdiction of the entire cause and give complete relief, including that which could be obtained at law.

"When relief was sought which equity alone could give, as by way of injunction to prevent a continuance of the wrong in order to avoid a multiplicity of suits, and to do complete justice the Court assumed jurisdiction to award compensation for the past injury."

Field, J., in *Root vs. R. R.*, 105 U. S., 189. The questions that arose in *United States v. Pearson*, 32 Fed. Rep., 309 (S. C. 24 Blatch., 453), do not arise here, certainly not in the consideration of the present objection. There a mandamus was asked as an original proceeding, and a refusal was put expressly upon the ground that it could only be granted as auxiliary to some other proceeding or right of which the Court had jurisdiction. It seems evident, however, from the opinion in that case, that the Court would have been inclined

to grant the relief had he not been constrained by the weight of authority the other way.

For the same reason none of the many cases, upon the question of mandamus, are to be considered at this time.

It was suggested on the argument, as above stated, that the defendant was not liable, because acting under the instruction of his superior. Even if facts appeared here, as they do not, stating that this was so, it would be no justification. It is held in *Teal v. Felton*, 12 How., 284, that the justification is to be determined by the law under which the subordinate is called to act and the character of the act. The law gives the justification and no instructions, contrary to law, from a superior in the Department can do so, although the subordinate acts in good faith under those instructions.

See also *H. Kendal vs. Stokes*, 3 How., 97-8. In conclusion, therefore, we respectfully submit that the objection of the District Attorney should be overruled and that the Court hear the motion upon the merits.

We have not discussed the relief asked on the motion, because of the preliminary objection which the Court decided to hear first.

Dated New York, December 28th, 1892.

Respectfully submitted,

PHILIP CARPENTER,
Of Counsel.

THE OUTCOME.

At a stated term of the Circuit Court of the United States of America for the Southern District of New York, held at the Court Rooms in the City of New York on the 5th day of January, in the year of our Lord one thousand eight hundred and ninety-three.

Present:

The Honorable E. HENRY LACOMBE,
Circuit Judge.

GEORGE P. ROWELL }

vs.

CORNELIUS VAN COTT. }

An order herein having been granted on the 14th day of December, 1892, directing Cornelius Van Cott, defendant in the above entitled action, to show cause why he should not be required to pay into court the sum of \$6,967.56 and why other relief should not be granted, and restraining said defendant from disposing of said sum until service of notice of entry of an order upon the motion for said order to show cause; and said order to show cause having been adjourned to the 23d day of December, 1892, the defendant thereupon by his counsel moved on the complaint and affidavit of the plaintiff that the restraining order be vacated as having been granted without jurisdiction; and after hearing Edward Mitchell, United States Attorney, in support of said motion of said defendant, and Philip Carpenter in opposition thereto, it is

Ordered, That the said motion of the defendant to vacate said restraining order be and the same is hereby granted; and ordered further that the motion of the plaintiff on the said order to show cause be and the same is hereby denied.

E. HENRY LACOMBE,
Circuit Judge.

**MEUM.**

In his annual report, page 72, Mr. Wanamaker speaks of his "house organ," *Book News*, in high terms. It is in no sense an advertising sheet. The December issue has 52 pages of display advertisements, 64 pages of illustrated matter with one or more pictured advertisements of books Mr. Wanamaker has to sell, on every page; followed by three pages in which the bargain counter is only moderately advertised; and following which comes a "Descriptive List" of new books, 30 pages, any of which may be had at cut prices at the Philadelphia store, and nowhere else at the price quoted.

TUUM.

In his letter of June 24, finally excluding *PRINTERS' INK* from the mails as second-class matter, Mr. Wanamaker said:

"The paper is very largely made up of advertisements and other matter of an analogous character. For example, out of 192 pages of matter examined at the Post-Office Department, constituting the whole of six numbers of the publication, 146 pages, or thereabouts, were found to be devoted to advertisements in one form or another, while the remainder were made up of alleged literary matter, most of it relating to advertising, and some of it no doubt being advertisements in a covert or concealed form."

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- 1893 -

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 Years = =
 Ago = =



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